

**BEFORE THE
NORTH CAROLINA UTILITIES COMMISSION**

In the Matter of)	
)	
Joint Petition for Arbitration of)	
)	
NewSouth Communications Corp.,)	Docket No. P-772, Sub 8
NuVox Communications, Inc.)	Docket No. P-913, Sub 5
KMC Telecom V, Inc., KMC Telecom III LLC, and)	Docket No. P-989, Sub 3
Xspedius Communications, LLC on Behalf of its)	Docket No. P-824, Sub 6
Operating Subsidiary Xspedius Management Co.)	Docket No. P-1202, Sub 4
Switched Services, LLC)	
)	
Of an Interconnection Agreement with)	
BellSouth Telecommunications, Inc.)	
Pursuant to Section 252(b) of the)	
Communications Act of 1934, as Amended)	

**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES TO
THE JOINT PETITIONERS'
FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS**

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits the following Responses to the First Requests for Production of Documents served by NewSouth Communications Corp, NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC's ("Joint Petitioners"), dated April 13, 2004.

BellSouth incorporates herein by reference all of its general and specific objections filed on April 27, 2004. Any responses provided by BellSouth in response to this discovery will be provided subject to and without waiving any of BellSouth's previously filed objections

SPECIFIC RESPONSES

ISSUE: How should "End User" be defined?

REQUEST: Provide all documents in which BellSouth defines, discusses or agrees to the definition of the term "End User".

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that definitions for end user can be found in Section 2.6 of the F.C.C. Tariff No. 1, Section E2.6 in each state's access tariff, and the individual CLEC interconnection agreements, which are a matter of public record, and which can be found at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm and <http://www.bellsouth.com/tariffs/>, respectively.

ISSUE: Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?

REQUEST: Provide all documents in which BellSouth defines, explains, adopts or refers to a policy regarding its taking financial responsibility for its own actions causing, or contributing to, unbillable or uncollectible revenue.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents.

- ISSUE:** Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible revenue in addition to specific provisions set forth in Attachments 3 and 7?
- REQUEST:** Provide all documents regarding circumstances of which you are aware that BellSouth incurred, or caused, unbillable or uncollectible revenue under an ICA that were not addressed by provisions similar to those proposed in Attachments 3 and 7 of the Agreement.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents.

ISSUE: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding limitations of liability in circumstances other than gross negligence or willful misconduct.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's interconnection agreements that are publicly available for review, BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

ISSUE: What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?

REQUEST: Provide all ICA documents regarding limitation of liability terms that differ from those proposed by BellSouth in Section 10.4.1 of the General Terms and Conditions of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's Interconnection website:

http://cpr.bellsouth.com/clec/docs/all_states/index7.htm, which contains all of BellSouth's Interconnection Agreements.

ISSUE: Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a CLEC's failure to include specific liability-eliminating terms in its tariffs and/or End User contracts.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents other than its interconnection agreements, BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively in which limitation of liability is addressed. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

- ISSUE:** Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?
- REQUEST:** Provide all ICA documents that states that the contracting CLEC is not required to include liability-limiting terms in its tariffs and End User contracts and does not require that CLEC to indemnify BellSouth for End User claims.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm for any potential documents.

- ISSUE:** What should the indemnification obligations of the parties be under this Agreement?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's indemnification obligations under an Interconnection Agreement.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents other than its interconnection agreements that are available for review and BellSouth's F.C.C. Tariff No. 1, Section 2, and its state GSST, Private Line, and Access Service tariffs, Section A2, B2, and E2, respectively in which limitation of liability is addressed. This information can be found at <http://www.bellsouth.com/tariffs/> and http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

ISSUE: What should the indemnification obligations of the parties be under this Agreement?

REQUEST: Provide all ICA documents regarding indemnification provisions other than those proposed by BellSouth in Section 10.5 of the General Terms and Conditions of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm for any potential documents.

- ISSUE:** What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's use of a CLEC's name, service mark, logo and/or trademarks.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth Intellectual Property Management Corporation is not aware of any documents that directly discuss, explain, adopt or refer to a policy regarding BellSouth's use of a CLP's name, service mark, logo and/or trademarks. However, the attached document provides excerpts from BellSouth internal notices, policies, announcements and employee communications which do address infringement and the use of third party intellectual property.

ISSUE: What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?

REQUEST: Provide all ICA documents regarding BellSouth's use of the contracting CLEC's name, service mark, logo and/or trademarks.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

ISSUE: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the ability of a party to an agreement or ICA to take a dispute regarding that agreement or ICA to a court of law.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's website at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

ISSUE: Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?

REQUEST: Provide all documents that identify (by caption, forum, case number and filing date) and describe (including the nature of the claims, procedural status, and any resolution reached) any and all complaints filed in a court of law regarding the terms, performance or enforcement of an ICA between BellSouth and a CLEC.

RESPONSE: BellSouth objects on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of documents it would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Finally, BellSouth objects on the grounds that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. Complaints brought under the provisions of different ICAs involving different carriers and facts are not relevant to the specific arbitration herein.

- ISSUE: Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the application of state and federal laws, rules, regulations and decisions in relation to the obligations set forth in an ICA.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (<http://www.bellsouth.com/tariffs/>). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth is not aware of documents that set forth a policy regarding the application of state and federal laws, rules, regulations, and decisions in relation to the obligations set forth in an ICA. However, please see the attached testimony (redacted) of John A. Ruscilli in Docket No. 28841 before the Alabama Public Service Commission where this issue was addressed.

ISSUE: In the event of such conversion [from a UNE or Combination to Other Services or tariffed BellSouth access service], what rates should apply?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply when a CLEC submits a request to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects on the grounds that it is vague because specific access services are not defined and because TELRIC methodology is only applicable for UNE costing and not to cost services.

Subject to and without waiving the foregoing objections, BellSouth does not have a cost study for the specific activities requested. Disconnect cost associated with UNEs or Combinations are provided in BellSouth's TELRIC study filed in NCUC Docket No. P-100, Sub 133d (see October 1, 2002 & September 29, 2003 versions). BellSouth will provide the cost study upon execution of a protective agreement. Activities and procedures performed for each individual cost element are included in the cost study documentation.

ISSUE: In the event of such conversion (from a UNE or Combination to Other Services or tariffed BellSouth access service), what rates should apply?

REQUEST: Provide all documents regarding the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting UNEs or Combinations (or parts thereof) to a tariffed BellSouth access services. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. Also see BellSouth's response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount and type of the costs that BellSouth incurs from each such method, procedure and function, in converting a circuit from UNEs or Combinations to Other Services or BellSouth tariffed access service. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see the attached, which is proprietary, and BellSouth's Response to Request for Production, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, in converting a circuit that requires re-termination. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the following information is responsive to this request:

- CLEC to CLEC Conversion for Unbundled Loops - CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unec.html>

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-989,
Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-5(C)-2
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RESPONSE (CONT.):

- Standard Interconnection Agreement, Att. 2 UNE Rates, contains the process rates for CLEC to CLEC Conversion for Unbundled Loops and may be found on the Interconnection website at:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Also see BellSouth's response to the Joint Petitioners' First Production of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/elec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see the attached document, which is proprietary. Also see BellSouth's response to the Joint Petitioners' First Production of Documents, Item No. 2-4(B)-1.

ISSUE: What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

REQUEST: Provide all documents that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when performing a physical rearrangement of a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the following information is responsive to this Request:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Production of Documents, Item No. 2-5(C)-3]
- Unbundled Dedicated Transport – Currently Combined UNE Combinations Customer Information Package which may be found on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unec.html>

RESPONSE: (continued)

- Unbundled Dedicated Transport – Service Rearrangement Phase 1
Marketing Service Description [See BellSouth's Response to the Joint
Petitioners' First Production of Documents, Item No. 2-5(C)-1]

Also see BellSouth's Response to Joint Petitioners' First Request for Production
of Documents, Item No. 2-4(B)-1.

- ISSUE: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. §51.319(a)(8) and (e)(5)?
- REQUEST: Provide all documents that identify the specific Routine Network Modifications that BellSouth did not account for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rules.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to the request as written. However, in an effort to be responsive, see BellSouth's response to Joint Petitioner's 1st Request for Interrogatories, Item 2-7-1.

ISSUE: What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. §51.319(a)(8) and (e)(5)?

REQUEST: Provide all documents regarding Routine Network Modifications that identify the specific methods, procedures, and functions performed, and state the amount of the costs that BellSouth incurs from such method, procedure and function, when terminating a circuit. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 2-7-1. See also BellSouth's Interconnection website at:
(http://cpr.bellsouth.com/clec/docs/all_states/index7.htm).

ISSUE: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a minimum billing period or minimum period of service for UNEs, Combinations or Other Services.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth's policy regarding minimum billing period or minimum period of service for UNEs is included in BellSouth's Standard Interconnection Agreement posted on its Interconnection Services website located at:

http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf. In addition, see BellSouth's E2.4 of the North Carolina Access Services Tariff as well as B2.4 of BellSouth's North Carolina Private Line Service Tariff.

ISSUE: Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?

REQUEST: Provide all documents that explain how minimum billing periods or minimum periods of service for UNEs, Combinations or Other Services were accounted for in cost study information submitted to the Commission in the context of a proceeding during which the Commission determined, established or adopted UNE rates.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth has no responsive documents because UNE cost studies do not have a specific cost element for minimum billing periods.

- ISSUE:** Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to its position that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, the requested information is irrelevant in light of the FCC's decision in the TRO wherein it held that cell sites are not loops. (TRO Order, footnote 1116) (D.C. Circuit Court, Case 00-1012, pages 29-33) BellSouth further objects on the grounds of attorney/client privilege and work product doctrine.

Subject to and without waiving the foregoing objections, responsive documents are attached and see also: www.interconnection.bellsouth.com/guides.

ISSUE: Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center of base station do not constitute loops?

REQUEST: Provide all documents that state whether BellSouth has provisioned for itself or any party a transmission facility from a Central Office or End Office to a mobile switching center, cell site, or base station, and what Universal Service Ordering Code ("USOC"), label, contract provision and /or name applied to such facilities.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, the requested information is irrelevant in light of the FCC's decision in the TRO wherein it held that cell sites are not loops. (TRO Order, footnote 1116) (D.C. Circuit Court, Case 00-1012, pages 29-33)

Subject to and without waiving the foregoing objections, see Comments of BellSouth, Inc. in the FCC's Triennial Review and ex partes relating to the Triennial Review at www.fcc.gov.

- ISSUE: Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will unbundle, or is required to unbundle, less than the entire frequency of a loop or will otherwise share a portion of the frequency of an unbundled loop.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's FCC Tariff No. 1, Section 7.2.17(A).

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Provide all documents regarding the proportion (as a percentage) of BellSouth loops that are Fiber-to-the-Home Loops.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that it currently has zero Fiber-to-the-Home loops deployed in North Carolina. As of December 31, 2003, BellSouth has deployed Fiber-to-the-Curb (FTTC) to 99,271 living units in North Carolina, which is a little over 4% of the total working lines in North Carolina.

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home Loops that were deployed between February 8, 1996 and October 2, 2003.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that it has deployed zero Fiber-to-the-Home loops in North Carolina between February 8, 1996 and October 2, 2003. As of October 1, 2003, BellSouth has deployed Fiber-to-the-Curb (FTTC) to 96,535 living units in North Carolina, which is approximately 4% of the current total working lines in North Carolina.

ISSUE: In unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?

REQUEST: Provide all documents regarding the proportion (as a percentage) of BellSouth Fiber-to-the-Home Loops that were deployed between October 2, 2003 and the Present.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has deployed zero Fiber-to-the-Home loops in North Carolina between October 2, 2003 and the present. Between October 1, 2003 and December 31, 2003, BellSouth deployed Fiber-to-the-Curb (FTTC) to 2,736 living units in North Carolina, which is less than 3% of the total FTTC served living units in North Carolina.

ISSUE: What should BellSouth's obligations be with respect to line conditioning?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures and functions that BellSouth is obligated to perform, or will perform, as part of line conditioning obligations under 47 C.F.R. 51.319(a)(1)(iii).

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf; BellSouth's Statement of Generally Available Terms; and the Carrier Notification Letter No. SN9108, which are attached.

ISSUE: Should the Agreement contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to its policy regarding its obligations to perform line conditioning on loops longer than 18,000 feet.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' 1st Request for Production, Item No. 2-18(B)-1.

- ISSUE: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates, terms and conditions that apply to BellSouth's removal of bridged taps from loops.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Interrogatory No. 2-20-1 and BellSouth's Response to Joint Petitioner's 1st Request for Production, Item No. 2-18(B)-1.

ISSUE: Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

REQUEST: Provide all documents regarding the identification and amount of all costs that BellSouth incurs when removing bridged taps from loops that it will use to provide BellSouth service to End Users, and explain, where appropriate, any differentiation of costs (in terms of type and amount) in removing bridged taps of different lengths (e.g. a 3000-foot tap versus a 4000-foot tap). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 2-20-1.

- ISSUE:** Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding any limits or restrictions that BellSouth places on its obligation to perform line conditioning.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' 1st Request for Production, Item No. 2-18(B)-1.

ISSUE: Should Bellsouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

REQUEST: Provide all documents in which BellSouth discusses, explains or refers to a policy regarding whether a CLEC can connect its loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth refers the Joint Petitioners to Attachment 2 of BellSouth's Standard Interconnection Agreement, BellSouth's Unbundled Network Terminating Wire CLEC Information Package, and the BellSouth Network Interface Device CLEC Information Package posted on the BellSouth Interconnection Services website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf, http://www.interconnection.bellsouth.com/guides/unedocs/unb_netw_term_wire_pdf, and <http://www.interconnection.bellsouth.com/guides/unedocs/nids.pdf> and (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm)

ISSUE: Should the obligation to provide access to UNTW be limited to existing UNTW?

REQUEST: Provide all documents in which BellSouth discusses, explains or refers to a policy for installing new UNTW or network terminating wire for itself.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the requested information is irrelevant because how BellSouth installs UNTW for itself is not at issue in this arbitration

Subject to and without waiving this objection, BellSouth refers the Joint Petitioners to Attachment 2 of the BellSouth's Standard Interconnection Agreement posted on the BellSouth Interconnection Services website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf. This notwithstanding, the FCC paragraph 645 of the Triennial Review Order clarified that incumbent LECs, such as BellSouth, are not required to construct transmission facilities so that requesting carriers can access them as UNEs.

ISSUE: Should CLECs have to agree to language that requires them to “ensure” that a customer that has asked to switch service to CLEC is already no longer using another carrier’s service on that pair – or – will language obligating CLEC to use commercially reasonable efforts to access only an “available pair” suffice?

REQUEST: Provide all documents regarding the methods, procedures, systems and databases that BellSouth uses to ensure that a customer who has asked to switch service from one service provider to another is no longer obtaining BellSouth’s service, or another carrier’s service, on that pair.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners’ request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because BellSouth has no way of ensuring that a CLP will not utilize an already occupied pair.

ISSUE: Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

REQUEST: Provide all documents regarding BellSouth's policies, practices, methods and procedures for testing Dark Fiber Loops, including the points on the loop facility that are accessed for such tests.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, please see BellSouth's Response to the Joint Petitioners' First Production of Documents, Item No. 2-5(C)-3 and the attached documents.

ISSUE: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

REQUEST: Provide all documents in which BellSouth discusses, explains or refers to a policy regarding whether and how BellSouth will provide Loop Makeup information to a CLEC regarding a loop controlled by another carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, BellSouth objects to this request to the extent it requires the disclosure of CPNI.

Subject to and without waiving the foregoing objections, BellSouth states that the following documents are available on the internet.

BellSouth Standard Interconnection Agreement, Version 3Q03 (see Section 2.9), may be found on the Interconnection website at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

RESPONSE (CON'T.):

Final User Requirements, R7.0 (7/29/00) – *Mechanization of Loop Make-Up for xDSLs – ENC7762.doc*

Final User Requirements, R9.0.1 (01/27/01) – *Additional Information for Mechanized Loop Makeup – ENC10533.doc*

Final User Requirements, R10.3 (01/05/02) – *Letter of Authorization (LOA) for Loop Make-up (LMU) – ENC15069.doc* can be found on the Interconnection website at http://www.interconnection.bellsouth.com/markets/lec/ccp_secure/ccp_ccm_rel10_3.html This web page is secure, however, the participating CLPs should have the passwords.

TAG User Guide (requires login/password for valid TAG user) - www.interconnection.bellsouth.com/oss/tag/tag_info.html This web page is secure, however, the participating CLPs should have the passwords.

Manual Loop Makeup (LMU) CLEC Pre-Ordering and Ordering Guide (Version 3, February 1, 2002) - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

D/CLEC Pre-Ordering and Ordering Guide For Electronic Loop Makeup (LMU) (Version 5, August 1, 2002) - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

BellSouth LMU CLEC Information Package (Version 2, 12/20/02) - <http://www.interconnection.bellsouth.com/guides/html/unes.html>

Local Ordering Handbook (LOH) – Release 15.0 / Version 15.0A, Section 2: Pre-Ordering - <http://www.interconnection.bellsouth.com/guides/html/leo.html>

BellSouth EDI Specifications Guide ELMS6 Pre-Order and Firm Order Query/Response and *BellSouth EDI Specifications Guide TCIF Issue 9 Pre-Order and Firm Order Query/Response* - <http://www.interconnection.bellsouth.com/guides/html/bpobr.html>

RESPONSE (CON'T.):

LOA CLEC Information Package for Line Splitting -
<http://interconnection.bellsouth.com/guides/unedocs/loa.pdf>

LENS User Guide -
http://www.interconnection.bellsouth.com/guides/lens_tafi/pdf/glens001.pdf
(Sections 3.11, 3.12, 3.13, and 16.2 explain in detail how CLECs may use LENS
for obtaining loop makeup information)

ICE Carrier Notification Letter -
http://www.interconnection.bellsouth.com/notifications/carrier/carrier_pdf/91083411.pdf

ICE User Guide (online access requires login/password for valid ICE User) -
https://ice.bellsouth.com/ICE_LOGON.ASP

The following documents are not available on the internet and are attached.

Final User Requirements, R7.0 (7/29/00) – *Mechanization of Loop Make-Up for xDSLs – ENC7762.doc*

Final User Requirements, R9.0.1 (01/27/01) – *Additional Information for Mechanized Loop Makeup – ENC10533.doc*

ICE Overview dated July 2003

ICE Work Around Processing of LSRs

ICE User Guide Version 1.1

ICE Web Site Application Map & Web Page Descriptors

ISSUE: Under what circumstances should BellSouth provide CLEC Loop Makeup information?

REQUEST: Provide all documents in which BellSouth discusses, explains or refers to a policy regarding whether and how BellSouth must obtain an LOA (Letter of Authorization) prior to its being able to access Loop Makeup information for a loop controlled by another carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth states that there are no responsive documents. BellSouth does not obtain detailed Loop Makeup information for a loop controlled by another carrier and thus does not obtain an LOA.

- ISSUE:** In cases where CLEC purchases UNEs from BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Authority?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will provide, or agrees to provide, DSL services of any kind to the End Users of a CLEC served via UNEs purchased from BellSouth.
- RESPONSE:** BellSouth objects to this request on the grounds that it is vague and ambiguous because the phrase "DSL service" is not defined. BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of DSL service, which is not a telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE:** Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to the rates, terms and conditions under which DSL service of some kind is provided to a CLEC or the customers of a CLEC served via UNEs purchased from BellSouth.
- RESPONSE:** BellSouth objects to this request on the grounds that it is vague and ambiguous because the phrase "DSL service" is not defined. BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of DSL service, which is not a telecommunications service and thus outside the scope of a Section 251 arbitration.

ISSUE: Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the methods, procedures, systems and databases that BellSouth uses to convert a circuit to a high capacity EEL and the time period in which it will do so.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the BellSouth's LOH – Local Ordering Handbook, Section 8: Interval Guide which is available at the following URL link: <http://www.interconnection.bellsouth.com/guides/html/leo.html#bbrlo>. Additionally see BellSouth's response to Joint Petitioner's 1st Request for Production, Item Nos. 2-4 and 2-5.

ISSUE: How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the circumstances under which BellSouth will request an audit of a CLEC's records to verify compliance with the high capacity EEL service eligibility criteria.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, responsive documents are attached.

ISSUE: What terms should govern CLEC access to test and splice Dark Fiber Transport?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which a CLEC may access and test Dark Fiber Transport, including the points on the transport facility that may be accessed for testing.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, responsive documents are provided. Additionally, the following information is responsive to this request:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-5(C)-3]
- Outside Plant and Engineering (OSP&E) Guidelines for Unbundled Dark Fiber, RL 03-07-10BT [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]
- Construction Guidelines [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-
989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-37-1
Page 2 of 2

RESPONSES (CONT.):

- Unbundled Dedicated Transport – Unbundled Dark Fiber CLEC
Information Package which may be found on the Interconnection website
at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

ISSUE: What terms should govern CLEC access to test and splice Dark Fiber Transport?

REQUEST: Provide all documents regarding BellSouth's policies, practices, methods and procedures for testing and splicing Dark Fiber Transport, including the points on the loop facility that are accessed for such tests and splices.

RESPONSE: BellSouth objects on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of "ICAs", legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Additionally, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, the following information is responsive to this request:

- UDT Service Rearrangement [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-5(C)-3]
- Outside Plant and Engineering (OSP&E) Guidelines for Unbundled Dark Fiber, RL 03-07-10BT [See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]
- Construction Guidelines[See BellSouth's Response to the Joint Petitioners' First Request for Production of Documents, Item No. 2-24-1]

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-
989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-37-2
Page 2 of 2

RESPONSES (CONT.):

- Unbundled Dedicated Transport – Unbundled Dark Fiber CLEC
Information Package which may be found on the Interconnection website
at <http://www.interconnection.bellsouth.com/guides/html/unes.html>

ISSUE: Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding BellSouth's obligation to provide signaling link transport and SS7-based interconnection in accordance with Section 251(c)(2) of the Act.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, BellSouth objects to the extent the request imposes an obligation on BellSouth that is not supported by applicable law.

Subject to and without waiving the foregoing objections, BellSouth states that with the exception of the documents which are available on the following websites: http://cpr.bellsouth.com/clec/docs/all_states/index7.htm and <http://www.bellsouth.com/tariffs/>, BellSouth does not have any documents that are responsive to this request.

- ISSUE:** Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will issue CNAM queries and pass such information on calls exchanged between itself and another carrier.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE:** Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for BellSouth to issue CNAM queries and pass such information on calls exchanged between itself and another carrier. If an identified document is an ICA or agreement, please provide: (a) the name of the other party to the agreement; (b) the effective date of the agreement; (c) the termination date of the agreement; (d) the paragraph or section number of the agreement which contain the relevant provisions
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

- ISSUE:** Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?
- REQUEST:** Provide all documents which BellSouth discusses, explains, adopts or refers to a policy regarding which party bears the cost when BellSouth issues CNAM queries and pass such information on calls exchanged between itself and another carrier.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the information requested is irrelevant because it purportedly seeks information regarding the provision of a non- telecommunications service and thus outside the scope of a Section 251 arbitration.

ISSUE: Should LIDB charges be subject to application of jurisdictional factors?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether LIDB charges are subject to the application of jurisdictional factors.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, which is available at the following URL link:

http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

Additional documents responsive to this request are attached.

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the terms under which BellSouth grants OSS access to CLECs.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the request is irrelevant because there is no issue in this proceeding regarding "the terms under which BellSouth grants OSS access to CLECs."

Subject to and without waiving the foregoing objections, BellSouth states that a discussion of its obligation to provide access to its OSS is contained in its interconnection agreements with CLECs. These interconnection agreements are available at a public web site:

http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

RESPONSE (CONT.):

BellSouth's standard interconnection agreement is located at
http://interconnection.bellsouth.com/become_a_clec/html/ics_agreement.html.
The sections pertaining to access to OSS are Sections 6 (pre-ordering, ordering
and provisioning, maintenance and repair, and billing) and 7 (billing) are
responsive.

BellSouth also refers to the many 271 filings by BellSouth and the other ILECs that discuss and
explain the ILECs' obligation to provide access to their OSS. Information about these
applications and the related orders is located at
http://www.fcc.gov/Bureaus/Common_Carrier/in-region_applications/. The table below includes
hyperlinks to the information and orders (if issued – some of applications were withdrawn).

State	Filed by:	Status	Date Filed	Date Resolved
<u>AZ</u>	Qwest	Approved	9/4/03	12/03/03
<u>IL, IN, OH, WI</u>	SBC	Approved	7/17/03	10/15/03
<u>Michigan</u>	SBC	Approved	6/19/03	Due By 9/17/03
<u>MN</u>	Qwest	Approved	2/28/03	06/26/03
<u>Michigan</u>	SBC	Withdrawn	1/15/03	04/16/03
<u>NM, OR & SD</u>	Qwest	Approved	1/15/03	04/15/03
<u>Nevada</u>	SBC	Approved	1/14/03	04/14/03
<u>DC, MD, WV</u>	Verizon	Approved	12/18/02	03/19/03
<u>CO, ID, IA, MT, NE, ND, UT, WA, & WY</u>	QWEST	Approved	09/30/02	12/23/02
<u>California</u>	SBC	Approved	09/20/02	12/19/02
<u>FL, TN</u>	BellSouth	Approved	09/20/02	12/19/02
<u>Virginia</u>	Verizon	Approved	08/01/02	10/30/02
<u>MT, UT, WA, & WY</u>	QWEST	Withdrawn	07/12/02	09/10/02

RESPONSE (CONT.):

<u>NH, DE</u>	Verizon	Approved	06/27/02	09/25/02
<u>AL, KY, MS, NC, SC</u>	BellSouth	Approved	06/20/02	09/18/02
<u>CO, ID, IA, NE, & ND</u>	QWEST	Withdrawn	06/13/02	09/10/02
<u>New Jersey</u>	Verizon	Approved	03/26/02	06/24/02
<u>Maine</u>	Verizon	Approved	3/21/02	6/19/02
<u>Georgia/Louisiana</u>	BellSouth	Approved	2/14/02	5/15/02
<u>Vermont</u>	Verizon	Approved	1/17/02	4/17/02
<u>New Jersey</u>	Verizon	Withdrawn	12/20/01	3/20/02
<u>Rhode Island</u>	Verizon	Approved	11/26/01	2/24/02
<u>Georgia/Louisiana</u>	BellSouth	Withdrawn	10/02/01	12/20/01
<u>Arkansas/Missouri</u>	SBC	Approved	08/20/01	11/16/01
<u>Pennsylvania</u>	Verizon	Approved	6/21/01	9/19/01
<u>Connecticut</u>	Verizon	Approved	4/23/01	7/20/01
<u>Missouri</u>	SBC	Withdrawn	4/4/01	6/7/01
<u>Massachusetts</u>	Verizon	Approved	1/16/01	4/16/01
<u>Kansas/Oklahoma</u>	SBC	Approved	10/26/00	1/22/01
<u>Massachusetts</u>	Verizon	Withdrawn	9/22/00	12/18/00
<u>Texas</u>	SBC	Approved	4/5/00	6/30/00
<u>Texas</u>	SBC	Withdrawn	1/10/00	4/05/00
<u>New York</u>	Verizon	Approved	9/29/99	12/22/99
<u>Louisiana</u>	BellSouth	Denied	7/9/98	10/13/98
<u>Louisiana</u>	BellSouth	Denied	11/6/97	2/4/98
<u>South Carolina</u>	BellSouth	Denied	9/30/97	12/24/97
<u>Michigan</u>	Ameritech	Denied	5/21/97	8/19/97
<u>Oklahoma</u>	SBC	Denied	4/11/97	6/26/97
<u>Michigan</u>	Ameritech	Withdrawn	1/02/97	2/11/97

In 2002, the FCC found three times that BellSouth provides nondiscriminatory access to its OSS. Because the FCC's orders discuss and explain BellSouth's obligation to provide access to its OSS, BellSouth refers to these orders. The three orders granting BellSouth's 271 relief are located at the FCC's web site (see the table below).

RESPONSE (CONT.):

States	The FCC's Orders
Georgia and Louisiana	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-147A1.pdf
Alabama, Kentucky, Mississippi, North Carolina, South Carolina	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-260A1.pdf
Florida and Tennessee	http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-02-331A1.pdf

Before taking its 271 cases to the FCC, BellSouth received approval from all nine state commissions in its region. BellSouth also refers to these state commissions' orders or opinions, which are available on the internet or as described below.

State	State Commission's or Authority's Order or Opinion
Alabama	http://www.psc.state.al.us/25835jul.pdf
Georgia	ftp://www.psc.state.ga.us/6863/50945.doc
Florida	http://www.psc.state.fl.us/psc/dockets/index.cfm?event=documentFilings&documentNumber=10266-02&requestTimeout=240 And http://www.psc.state.fl.us/psc/dockets/index.cfm?event=documentFilings&documentNumber=10267-02&requestTimeout=240
Kentucky	http://psc.ky.gov/order_vault/2002_Orders/2002_By_Month/04_April/200100105_042602.doc
Louisiana	Go to http://www.lpsc.org/ , then click on "document access." Sign in as a guest user (click the Guest sign in link). Click on "find orders by content and/or order number." Type "271" (no quotes) in the "contains all" box. Click on "search." Select the file with the name 003704876 (it is in Docket U-22252-E and has a 99.97% ranking).
Mississippi	The Final Order by the Mississippi PSC in Docket no. 97-AD-321 does not seem to be posted at the PSC's web site, however it was posted at BellSouth's public internet site as part of BellSouth's filing at the FCC: http://bellsouthcorp.com/policy/271/south/ms/appendixc/Tab_0014.pdf?PROACTIVE_ID=cecefc6cfcfcf6c7c5cecfcfcf5cecebcaac8c7cdcbcb5cf .

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-
989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-41-1
Page 5 of 5

RESPONSE (CONT.):

North Carolina	Part 1: http://www.ncuc.commerce.state.nc.us/selorder/271part1.pdf Part 2: http://www.ncuc.commerce.state.nc.us/selorder/271part2.pdf
South Carolina	The Final Order by the South Carolina PSC in Docket no. 2001-209-C does not seem to be posted at the PSC's web site, however it is available at http://www.utilityregulation.com/index.cfm at http://www.utilityregulation.com/content/orders/02SC2002-0077.pdf .
Tennessee	http://www.state.tn.us/tra/orders/1999/9700309358.pdf

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Provide all documents regarding any and all OSS-related obligations contained in FCC and Commission rules and orders that are not included in BellSouth's proposed language for Attachment 6 of the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Additionally, BellSouth objects to this request on the grounds that it is vague and ambiguous as the phrase "FCC and Commission rules" is not defined. Without knowing what rules Joint Petitioners are referring to, BellSouth cannot provide a response.

Subject to and without waiving the foregoing objections, BellSouth states there are no such documents.

ISSUE: What terms should govern BellSouth's obligation to provide access to OSS?

REQUEST: Provide all documents regarding every type of information about a loop that BellSouth can obtain for itself.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Moreover, the requested information is irrelevant because the information that BellSouth obtains regarding loops is not relevant to any issue in this proceeding. Finally, BellSouth objects to the extent responding to this request requires the disclosure of confidential and proprietary information.

ISSUE: Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically feasible means of interconnection?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the facilities by which CLECs may connect to BellSouth's switch from a point within the same serving wire center.

RESPONSE: BellSouth objects on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Attachment 4 of BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: What is the definition of a global outage?

REQUEST: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term "global outage."

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Appendix C of the Operational Understanding at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth is obligated to provide a written root cause analysis report for a trunk group outage.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section M&R-4 and M&R-7 of the Service Quality Measurement Plan, located at <http://pmap.bellsouth.com/default.aspx>, also see Appendix D of the CLEC "Customer Guide" located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm

- ISSUE: Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60-day period, a written root cause analysis report?
- REQUEST: Provide all documents regarding the circumstances under which BellSouth will conduct and prepare for itself, a root cause analysis for trunk group outages.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

ISSUE: What target interval should apply for the delivery of such reports?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide or will provide a written root cause analysis report in the event of a trunk group outage.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

ISSUE: What target interval should apply for reports related to global outages?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth provides or will provide or will provide a written root cause analysis report in the event of a global outage.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence because information regarding services that BellSouth provided for itself. Additionally, the language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see Section 1.4, Installation & Maintenance of BellSouth's Guide to Interconnection at http://interconnection.bellsouth.com/guides/leo/html/gctic001/c1_4.htm

ISSUE: What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a failure by BellSouth or a contracting CLEC to provide accurate and detailed usage data necessary for the billing and collection of access revenues within a specific timeframe.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

- ISSUE: Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts, agrees or refers to a policy regarding whether BellSouth is obligated to pay third parties to terminate the CLEC's originated traffic.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-4-1.

ISSUE: While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the jurisdictional factors that it develops for application in lieu of jurisdictional factors reported by the originating party.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth's Jurisdictional Factors Reporting Guide is available at <http://www.interconnection.bellsouth.com/guides/ixc/pdf/factgu.pdf>

- ISSUE:** Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth will charge a CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, the standard Interconnection Agreement, contains language which related to BellSouth's policy regarding applying the TIC charge. This charge is set forth in the Attachment 3 rate sheets. The standard Interconnection Agreement is available at the following URL link:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to the manner in which BellSouth sets, establishes or determines the Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth, upon information and belief, has no responsive documents.

ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

REQUEST: Provide all documents regarding each distinct TIC rate charged by BellSouth to interconnecting carriers?

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-1. Additionally, rate sheets can be obtained from the following website: This information can be found at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm.

- ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?
- REQUEST: Provide all documents regarding the TIC rate BellSouth seeks include in the Agreement, and identify and state the amount and origin of all costs that the TIC rate is designed to recover?
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth also objects to the extent providing a response imposes an obligation on BellSouth that does not exist under the law. Additionally, BellSouth objects to this request on the grounds that the TIC rate is a market-based rate thus is irrelevant to the issues in this docket.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. Also see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-6-2.

ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

REQUEST: Provide all documents regarding the percentage of the proposed TIC rate that BellSouth seeks include in the Agreement that is attributable to unduplicated cost recovery and that which represents profit.

RESPONSE: BellSouth objects to this request on the grounds that it is vague, ambiguous, and unintelligible. Without clarification, BellSouth is unable to provide a response. Regarding the request to produce cost information, BellSouth further objects on the grounds that it requires the disclosure of confidential and proprietary cost information and to the extent that providing a response imposes an obligation on BellSouth that does not exist under the law. Additionally, BellSouth objects to this request on the grounds that the TIC rate is a market-based rate thus is irrelevant to the issues in this docket.

ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to the policy regarding whether a CLEC may receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to the policy regarding the information that a CLEC must provide in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should BellSouth be able to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the sufficiency of the information that a CLEC provides in order to receive symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate or satisfaction of the requirement of geographic comparability.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information relating to this issue may be found in CLEC specific interconnection agreements which are publicly available at http://cpr.bellsouth.com/clec/docs/all_states/index7.htm. BellSouth has no additional documents responsive to this request.

ISSUE: Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible for a CLEC to obtain OCn-level interconnection with BellSouth or another carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. It is not technically feasible to interconnect its switches at the OCn-level because present-day switch interfaces are not capable of accommodating OCn-level transmission. BellSouth should not be required to incur additional costs to purchase and operate multiplexing equipment on CLECs' behalf in order to de-multiplex OCn-level transmission facilities down to the DS-1 level required to interface with BellSouth's present-day switches.

ISSUE: What should those rates be?

REQUEST: Provide all documents identifying and stating the amount of all costs that BellSouth incurs, or would incur, in order to permit OC-level interconnection with a CLEC. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 3-10(B)-1.

- ISSUE:** What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?
- REQUEST:** Provide all documents identifying any and all interconnection trunks and facilities for which a rate is not provided in Exhibit A of the Attachment 3, and state the specific rates and charges BellSouth proposes to apply to such interconnection trunks and facilities.
- RESPONSE:** See Section E6 of the state tariff and Section 6 of the FCC tariff No. 1 which are available at <http://www.bellsouth.com/tariffs/>.

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC should be or are apportioned.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information. BellSouth also objects to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's Standard Interconnection Agreement which is publicly available at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Should the cost of two-way interconnection trunks facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether it is technically feasible to apportion the costs of two-way interconnection trunks and facilities used for the traffic of both BellSouth and a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Provide all documents in which BellSouth defines, discusses, or agrees to the definition of, the term "Cross Connect."

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's Attachment 4 of BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf, and the Direct Testimonies of John A. Ruscilli, and W. Keith Milner, in North Carolina Utilities Commission, Docket No. P-100, Sub 133q, and Docket No., P-55, Sub 1022 respectively, which are attached.

ISSUE: What definition of "Cross Connect" should be included in the Agreement?

REQUEST: Provide all documents identifying facilities that are in use in a BellSouth serving wire center to connect CLEC facilities to BellSouth facilities that are not considered "Cross Connects," under BellSouth's proposed definition, and state the rate applicable to each such facility.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents. BellSouth is not aware of any configuration where CLEC facilities are interconnected with BellSouth facilities without the use of cross-connections.

- ISSUE:** With respect to interference and impairment issues raised outside of the scope of FCC Rule 51-233 (which relates to the deployment of Advanced Services equipment), what provisions should be included in the Agreement?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether the interference and impairment restrictions to which a collocated CLEC is or should be subject that are in addition to or different from those imposed by FCC Rule 51.233.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. Finally, BellSouth objects to the extent the request imposes an obligation on BellSouth that is not supported by applicable law.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Where grandfathering is appropriate, which rates should apply?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether grandfathered rates apply or should apply to collocation arrangements.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: What rates should apply for BellSouth-supplied DC power?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the recurring rates that a CLEC pays for BellSouth-supplied DC power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, information responsive to this request can be found in the Standard Interconnection Agreement, Attachment 4-Central Office and Attachment 4-Collocation Rates, which is available at the following URL link:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: What rates should apply for BellSouth-supplied DC power?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the non-recurring rates that a CLEC pays for BellSouth-supplied DC power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth does not currently charge non-recurring rates for BellSouth-supplied DC power in North Carolina.

ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 4-7-1 as well as BellSouth's standard interconnection agreement at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs under fused amp billing arrangements for power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth does not currently charge non-recurring rates for power fused amp billing in North Carolina.

ISSUE: Should CLEC be permitted to choose between a fixed amp billing option and a power usage metering option?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for collocation power charges.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth does not offer a power usage metering option in North Carolina.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how recurring charges are or should be applied to CLECs under power usage metering arrangements for power.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering arrangement in North Carolina.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how non-recurring charges are or should be applied to CLECs for power under power usage metering arrangements.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving this objection, BellSouth does not offer a power usage metering arrangement in North Carolina.

ISSUE: If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

REQUEST: Provide all documents regarding the manner in which BellSouth apportions the costs of provisioning DC power into infrastructure related and non-infrastructure related categories or recurring or non-recurring charges. Include relevant BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to this objection and without waiving the foregoing objections, BellSouth does not have a specific TELRIC cost study for North Carolina for the provisioning of DC power. However, the cost of DC power is one component of element H.1.8 in BellSouth's TELRIC study filed in NCUC Docket No. P-100, Sub 133j (see April 1, 2002 version).

- ISSUE: For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may adopt a power usage metering option for BellSouth-supplied AC power.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

Subject to and without waiving the foregoing objections, BellSouth does not offer a power usage metering option in North Carolina.

ISSUE: Should payment history be included in the CSR?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a customer's payment history will be or should be included in or removed from CSR information provided to CLECs.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, it is BellSouth's policy that unless ordered by a state commission, BellSouth does not include customer payment history information on the CSR. BellSouth believes that such information is confidential and should not be shared on an end user by end user or CLEC by CLEC basis. In the State of Alabama [and Florida] where the Commission has ordered BellSouth to provide such information,

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RESPONSE: (continued)

BellSouth has complied with the Commissions' Order and provides such payment history information on the CSR.

BellSouth's position regarding its policy relating to customer payment history information being included on the CSR has been stated the 1997 AT&T Arbitration before the Alabama Public Service Commission in Docket No. 25703. Such information is a matter of public record.

- ISSUE:** What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information.
- RESPONSE:** BellSouth does not have a written policy stating the procedures that BellSouth uses to monitor and detect instances of unauthorized access to CSR information. BellSouth's policy is that unauthorized access to CSR information is improper and BellSouth will investigate any and all suspected instances of improper use.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Provide all documents identifying all UNEs, Combinations and Other Services for which BellSouth does not provide an electronic ordering option for CLECs to use.

RESPONSE: The Flow-Through Matrix is publicly-available at <http://pmap.bellsouth.com/content/documentation.aspx>. (If you are prompted to accept a digital certificate, please click "yes.")

The *Local Ordering Handbook* ("LOH") also contains information about how UNEs and services may be ordered, particularly Section 3. The LOH is publicly-available at <http://www.interconnection.bellsouth.com/guides/html/leo.html>.

ISSUE: Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

REQUEST: Provide all documents identifying all network facilities and services used by BellSouth to provision BellSouth retail services that must be manually ordered.

RESPONSE: BellSouth objects to this Request for Production on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. The FCC as well as this Commission has held that BellSouth provides competitors with nondiscriminatory access to its OSS and that BellSouth need not mechanize all of its preordering and ordering functions in order to provide nondiscriminatory access. Thus, any information regarding BellSouth's retail services is irrelevant to this proceeding. Moreover, BellSouth objects on the grounds that it is vague and ambiguous as the phrase "network facilities" is not defined.

- ISSUE:** What rate should apply for Service Date Advancement (a/k/a service expedites)?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates that apply to Service Date Advancement (or "service expedites") requested by CLECs.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein.

BellSouth also objects on the grounds of attorney-client privilege and/or work-product doctrine.

Subject to and without waiving the foregoing objections, responsive documents are attached. Also see Section 1.2 of the BellSouth Interconnection Guide at <http://interconnection.bellsouth.com/guides/leo/html/gctic001/titlepg.htm>

- ISSUE: What rate should apply for Service Date Advancement (a/k/a service expedites)?
- REQUEST: Provide all documents identifying and stating the amount of all costs that BellSouth incurs to perform a Service Date Advancement (or "service expedite"). Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's response and objection to the Joint Petitioners' First Set of Interrogatories, Item No. 6-5-1.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy that BellSouth will or should provide performance and maintenance history to CLECs for circuits with chronic problems.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

REQUEST: Provide all documents identifying and explaining all circuit performance and maintenance history information to which BellSouth has access for its retail operations.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. Moreover, this request calls for BellSouth to provide information for all circuit performance and maintenance history for its retail operations. BellSouth utilizes two systems, the Loop Maintenance Operations System ("LMOS") and the Work Force Administration ("WFA"), to maintain maintenance records for both its retail and wholesale circuits. No distinction is made in LMOS or WFA between the maintenance records related to BellSouth's retail customer versus the maintenance records related to BellSouth's wholesale customers. Accordingly, compiling the information requested by the Joint Petitioners' would be oppressive and overly burdensome. In addition, BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Further, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. The request is also irrelevant for the additional reason that BellSouth's retail operations are not relevant to any issue in the proceeding, especially in light of this Commission's and the FCC's finding that BellSouth provides nondiscriminatory access to its OSS. Finally, BellSouth objects to this request to the extent it requires the disclosure of CPNI.

- ISSUE:** Should charges for substantially similar OSS functions performed by the parties be reciprocal?
- REQUEST:** Provide all documents identifying and explaining all orders and requests (e.g., requests for Customer Service Records and requests to switch over or "port" a customer) that BellSouth will make under the Agreement or has previously made to a CLEC.
- RESPONSE:** BellSouth objects to this request on the grounds that it is vague, ambiguous, and unintelligible. Without clarifying information, BellSouth is unable to provide a response.

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with BellSouth Long Distance.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, responsive documents are attached.

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the relevant CLEC having an operating, billing and/or collection arrangement with any third party carrier.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Item No. 6-10(A)-1.

ISSUE: Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth can make the porting of a customer contingent upon the customer's changing its PIC associated with toll services of any kind.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Item No. 6-10(A)-1.

- ISSUE:** Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a CLEC may submit an order for Mass Migration of customers and associated service arrangements from another CLEC to itself.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, responsive documents are attached. Furthermore, the following document is also responsive to this request:

- CLEC to CLEC Conversion for Unbundled Loops - CLEC Information Package which may be found on the Interconnection website at <http://www.interconnection.bellsouth.com/guides/html/unec.html>

- ISSUE:** Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST:** Provide all documents identifying and describing all instances in which BellSouth performed a Mass Migration of customers from one CLEC to another CLEC, including the charges assessed on the requesting CLEC and all methods, procedures, systems and databases involved.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents because no CLP has requested a mass migration of customers.

- ISSUE:** Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?
- REQUEST:** Provide all identifying and summarizing (including the date, location, precipitating event, and any resolution or disposition) all instances in which BellSouth received or was the subject of a CLEC complaint related to a request for BellSouth to perform a Mass Migration.
- RESPONSE:** BellSouth objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Complaints filed by other carriers regarding the mass migration of customers are not relevant to the specific issues in this proceeding. BellSouth also objects on the grounds that the request is unintelligible and on the grounds that it requires BellSouth to create documents, which is in violation of the Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, BellSouth does not have any responsive documents for the State of North Carolina.

ISSUE: If so, what rates should apply?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the rates applicable to Mass Migrations to a CLEC that were submitted on an electronic LSR or spreadsheet.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: What should be the interval for such mass migrations of services?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth will perform Mass Migrations of customers from one CLEC to another CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioners' Request for Production, Item No. 6-11(A)-1.

ISSUE: Should there be a time limit on the parties' ability to engage in backbilling?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to Backbilling under an interconnection agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth is unaware of any document that discusses, explains, adopts or refers to a policy regarding whether a time limit does or should apply to backbilling under an interconnection agreement. BellSouth's policy is to backbill CLECs pursuant to the terms provided in interconnection agreements, which are publicly available at (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm).

- ISSUE: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?
- REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the charges applied to a records change made to reflect a change in corporate name or other LEC identifiers.
- RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to the Joint Petitioners' First Set of Interrogatories, Item No. 7-2(A)-1.

- ISSUE:** What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?
- REQUEST:** Provide all documents identifying and stating the amount of all costs that BellSouth incurs to make a records change to reflect a change in corporate name or other LEC identifiers. Include a BellSouth cost study and cost study information compiled in accordance with FCC TELRIC rules.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding. Finally, BellSouth objects to this request to the extent it requires the disclosure of confidential and proprietary cost information and to the extent providing a response to this interrogatory imposes an obligation on BellSouth that does not exist under the law.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioner's First Interrogatories, Item No. 7-2(A)-1.

ISSUE: What intervals should apply to such changes?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the interval within which BellSouth must or should endeavor to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's Request for Production of Documents, Item No. 6-11(A)-1.

ISSUE: What intervals should apply to such changes?

REQUEST: Provide all documents identifying the method, procedures, systems and databases that BellSouth uses in order to perform a records change made to reflect a change in corporate name or other LEC identifiers.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/elec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's response to Joint Petitioner's Request for Production of Documents, Item No. 6-11(A)-1.

ISSUE: When should payment of charges for service be due?

REQUEST: Provide all documents explaining and describing the circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth states that there are no circumstances in which BellSouth would affix a bill issue date on a bill generated after that particular date and therefore no documents responsive to this request.

ISSUE: When should payment of charges for service be due?

REQUEST: Provide all documents identifying and summarizing what happens to a bill, in terms of procedures and the duration thereof, between the time it is issued and the time it is made available to CLEC via posting or delivery.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no documents responsive to this request.

ISSUE: What interest rate should apply for late payments?

REQUEST: Provide all identifying the late payment interest rate that will apply to late payments associated with charges imposed pursuant to the Agreement.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth states that this information is contained in the standard interconnection agreement which is publicly available at http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf

ISSUE: What fee should be assessed for returned checks?

REQUEST: Provide all documents identifying, in dollars and cents, the amount of any returned check fee BellSouth will seek to impose upon CLEC for a returned check associated with billing under the Agreement.

RESPONSE: See Attachment 7 of BellSouth's Standard Interconnection Agreement which is publicly available at:
http://www.interconnection.bellsouth.com/become_a_clec/docs/ics_agreement.pdf
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ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding the number of months used to determine the maximum deposit amount that may be required of a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

ISSUE: How many months of billing should be used to determine the maximum amount of the deposit?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding a maximum deposit amount that may be required of a CLEC that is less than two months billing.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, BellSouth has no responsive documents.

- ISSUE:** Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?
- REQUEST:** Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding its practices with respect to disputing and paying charges imposed by CLECs.
- RESPONSE:** BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

ISSUE: Should the amount of the deposit that BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

REQUEST: Provide all documents stating the average or approximate average time in which BellSouth disputes and the average or approximate average time in which BellSouth pays amount invoiced by CLECs.

RESPONSE: BellSouth objects to this interrogatory on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Information relating to BellSouth's payment and dispute of CLECs bills is irrelevant to any issue in this proceeding. Moreover, BellSouth objects on the grounds that the interrogatory is vague and ambiguous as the interrogatory contains instructions that are unintelligible.

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may seek an additional deposit from a CLEC.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website. Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's standard interconnection agreement which is available at (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). In addition, see BellSouth's Statement of Generally Available Terms. Also see the attached, which are proprietary and will be provided upon the execution of a protective agreement.

ISSUE: Under what conditions may BellSouth seek additional security deposit from CLEC?

REQUEST: Provide all documents identifying and explaining the "material change in circumstances" to which BellSouth refers in its Position Statement in its Issues Matrix submitted in this proceeding.

RESPONSE: BellSouth objects to this request on the grounds that it is overly broad and unduly burdensome. BellSouth has thousands of ICAs, legal pleadings, tariffs, and other documents that BellSouth would need to locate, search, and review in order to respond to this request. BellSouth further objects to this request on the grounds it potentially seeks information that is already a matter of public record before this or another state commission or is readily accessible to the Joint Petitioners through publicly available means; e.g., publicly accessible website (http://cpr.bellsouth.com/clec/docs/all_states/index7.htm). Particularly, in light of the voluminous nature of the Joint Petitioners' request, the Joint Petitioners are not entitled to require other parties to gather information that is equally available and accessible to the Joint Petitioners. Moreover, BellSouth objects on the ground that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence. The language contained in other ICAs and documents involving different carriers and facts and which resulted either from negotiation or arbitration is not relevant to the specific arbitration herein. BellSouth further objects on the grounds that the request seeks information that is irrelevant and not likely to lead to the discovery of admissible evidence as the conduct of BellSouth's own employees is not at issue in this proceeding.

Subject to and without waiving the foregoing objections, see BellSouth's Response to Joint Petitioner's 1st Request for Production of Documents, Item 7-11-1.

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-
989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
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Page 1 of 1

ISSUE: Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding whether BellSouth may charge a CLEC the full development costs associated with a BFR.

RESPONSE: The information requested can be found at the following website:
http://cpr.bellsouth.com/clec/docs/all_states/index7.html.

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913, Sub 5; P-
989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
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ISSUE: If so, how should these costs be recovered?

REQUEST: Provide all documents in which BellSouth discusses, explains, adopts or refers to a policy regarding how BellSouth recovers or should recover the development costs associated with a BFR.

RESPONSE: See BellSouth's response to Item No. 11-1(A)-1.

Respectfully submitted, this 12th day of May, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

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COUNSEL FOR BELLSOUTH
TELECOMMUNICATIONS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all parties of record by email this 12th day of May, 2004.

536553

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913,
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
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**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. G-8-1**

(i) Taken from the BellSouth Intellectual Property intranet site:

**Copyrights
AVOIDING INFRINGEMENT:**

It is BellSouth's policy not to infringe the copyrights of others. Not only is copyright infringement illegal under U.S. Copyright Law, but also it is a violation of Company policy and could result in BellSouth having to pay substantial penalties.

Before you photocopy a document that is not owned by BellSouth, you should check with the Copyright Clearance Center ("CCC"). The CCC holds a blanket photocopy license to over a million and a half publications and BellSouth is a licensee.

After you have verified through the CCC that BellSouth has permission for its employees to photocopy a certain document, please remember that all copies are solely for internal use and not for distribution to third parties. BellSouth's license prohibits the following:

- the input or storage in any computer or device, or any part of a work, except for the sole purpose of making an identical copy,
- the creation of a database from any work or the production of any nonidentical work, and
- the copying of a work in its entirety.

(ii) Taken from the BellSouth Intellectual Property intranet site:

About Intellectual Property

AVOIDING INFRINGEMENT:

It is BellSouth's policy not to knowingly infringe the intellectual property rights of others.

Infringement can take many forms:

- mismanaging confidential or proprietary information
- copying material without permission
- using others' trademarks without a license
- using other's patented technology without a license

Not only is infringement a violation of BellSouth's internal policies, but it may also lead to BellSouth incurring criminal liability and associated damages.

If you become aware of any possible infringement, either against BellSouth or against another company by a BellSouth employee, please contact BIPMAN immediately.

(iii) Taken from BellSouth's intranet site:

Hyperlinking Guidelines

Hypertext linking ("linking") is an important tool for creating useful content and accessing areas of interest in the on-line environment. Technology also enables the copying and transmission of information and content from one person to another or from one Web site to another. These guidelines should be consulted prior to (1) placing third party content on a BellSouth Web Site; (2) granting permission to a third party for the use of material found on a BellSouth Web Site (3) creating links to third party sites on the Internet; or (4) granting permission to third parties who wish to link their sites to the BellSouth Web Site.

I. Use of Third Party Names, Marks and Content

A. General Rule

As a general rule, do not create links to third party sites or download, upload, copy or transmit third party material in violation of these guidelines. Do not incorporate third party content into a BellSouth Web Site or create links to any third party site before conducting a review of such site including content on relevant pages, links on that page and pages to which they link. You must carefully review the terms and conditions posted on any site to which you seek to use or link and review the site using the checklist set forth in paragraph I.D. below. If you discover content or other issues which appear to be problematic, you should not use the material or create the link.

B. Use of Third Party Content

You should assume that all third party materials which you wish to upload, download, transmit to a third party or use in any other manner which involves the creation of either a permanent or temporary copy on your computer or in the BellSouth server or network (with the exception of certain governmental materials) are copyrighted and are the property of someone else. Copyright is a form of protection available for all "original works of authorship" and includes, but is not limited to, almost every type of written work (both creative works such as novels and noncreative works such as manuals), music, photographs, computer software, pictorial, sculptural and graphic works, sound recordings, audiovisual works, and original factual works such as Yellow Pages directories and other compilations of information. Consequently, do not copy, distribute or display third party copyrighted materials without having obtained the prior written permission, licenses or consents that provide BellSouth with the necessary rights to use such materials on-line. Similarly, any content acquired from or developed by third parties for BellSouth must be obtained in writing and, in most cases, must be subject to written contract, approved by the Legal Department. Such contracts will both protect BellSouth and secure its right to use such material for their intended use in the on-line environment.

C. Use of Third Party Names and Trademarks

Trademarks (and service marks) are words, names, slogans, symbols or designs used by a person or entity to identify and distinguish its goods and services from those of others. The use of another company's logo as a link on the BellSouth Web Site may subject BellSouth to trademark disputes and raise issues of whether such use constitutes the sponsoring, endorsing or advertising of access to such site. Therefore, third party names and marks may be used on a BellSouth Web Site only in a factual manner and not in any way which would suggest that the third party sponsors, endorses or is affiliated with BellSouth. Any questions with this regard should be directed to the BellSouth Trademark/Service Mark Manager or Legal.

(iv) Taken from BellSouth Functional Policy 4.1:

Intellectual Property of Others

It is the responsibility of every BellSouth employee not to infringe the patents, proprietary information (trade secrets), trademarks or copyrights of others. The Copyright Clearance Center (CCC) provides a list of limited copyrighted material that BellSouth has been licensed to use in the appropriate manner (From CCC Web Site, Select "Database of Works", "AAS"; then use the "Search" function).

(v) Taken from "BellSouth Brand Identity Guidelines - Naming and Trademarks":

Trademark infringement

It is BellSouth's policy to protect our marks, and not infringe on the marks of others.

- A mark is infringed if it, or a confusingly similar mark, is used on the same or similar goods or services.

Examples.

- 1 MICROBELL for telecommunication consulting infringes BELL.
- 2 BEL-Tronics for telephones infringes BELL and BELL SOUTH
3. THE CORRECT YELLOW PAGES for classified directories infringes THE REAL YELLOW PAGES.

- We conduct trademark searches before using a mark to ensure that we are not Infringing the rights of others.

(vi) Taken from an article published in the NEWSOURCE, the BellSouth internal employee newsletter

What should you do before reproducing someone else's work?

Correctly answer the question to win an IP prize

Turning to the Sunday cartoons in the newspaper, Dilbert catches your eye. His pointy-haired boss always makes you laugh, and this week's comic strip is no exception. It was so funny, in fact, that you decide to cut it out and include it in a presentation later that week. It fits the presentation topic perfectly, and will be a decided hit with your audience.

After the presentation, a teammate excitedly pulls you aside. He's got an external presentation next week and wants a copy of the Dilbert cartoon. He's amazed, however, that you were able to use the cartoon, without violating its copyright protection. Did you check the Intellectual Property Web site regarding copyright infringement, he asks.

What should you do before reproducing another person's work to ensure that you don't infringe on its copyright protection?

Correctly answer, "What should you do," to be entered into a contest to win an IP prize. All entries must be received by 5 p.m. ET on Wednesday, May 21. Reply to this e-mail or send your answer to NewsSource@bellsouth.com

Need a hint? Logon to the IP intranet site at <http://intelprop.bsc.bls.com/b1c.htm>. While at the IP site, review why IP is so important by accessing <http://intelprop.bsc.bls.com/a1.htm>.

BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913,
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. G-12-1

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. G-12-1**

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BELLSOUTH TELECOMMUNICATIONS, INC.
TESTIMONY OF JOHN A RUSCILLI
BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION
DOCKET NO. 28841
MAY 6, 2003

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
BUSINESS ADDRESS.

A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director
– Policy Implementation and Regulatory Compliance for the nine-state
BellSouth region. My business address is 675 West Peachtree Street, Atlanta,
Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
AND EXPERIENCE.

A. I attended the University of Alabama in Birmingham where I earned a
Bachelor of Science Degree in 1979 and a Master of Business Administration
in 1982. After graduation I began employment with South Central Bell as an
Account Executive in Marketing, transferring to AT&T in 1983. I joined
BellSouth in late 1984 as an analyst in Market Research, and in late 1985
moved into the Pricing and Economics organization with various
responsibilities for business case analysis, tariffing, demand analysis and price

1 regulation. In July 1997, I became Director of Regulatory and Legislative
2 Affairs for BellSouth Long Distance, Inc., with responsibilities that included
3 obtaining the necessary certificates of public convenience and necessity,
4 testifying, Federal Communications Commission ("FCC") and state regulatory
5 support, federal and state compliance reporting and tariffing for all 50 states
6 and the FCC. I assumed my current position in July 2000.

7
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9
10 A. The purpose of my testimony is to present BellSouth's position on the
11 unresolved policy issues in the arbitration between BellSouth and
12 ITC^DeltaCom Communications, Inc. ("DeltaCom") and to explain why the
13 Alabama Public Service Commission ("Commission") should rule in
14 BellSouth's favor on these issues. BellSouth formally requested negotiations
15 regarding an interconnection agreement with DeltaCom on April 12, 2002.
16 BellSouth and DeltaCom negotiated in good faith and resolved many of the
17 issues raised during the negotiations. DeltaCom raised 71 issues with multiple
18 sub-issues in its Petition for Arbitration (the "Petition") filed with the
19 Commission on February 7, 2003. Since the DeltaCom Petition was filed, the
20 parties have reached agreement as to Issues 3, 4, 5, 7, 8(b), 10, 11(c), 12, 13(a),
21 14, 16, 17, 19, 20(a), 22, 28, 32, 35, 38, 43, 48, 49, 52, 65(a), 68 and 71. My
22 testimony addresses Issues 1-2, 11(a-b), 15, 24-25, 27, 39-42, 44-47, 51, 53-56,
23 and 58-65(b).

24
25 ***Issue 1: Term of the Agreement (GTC – Section 2.1; 2.3-2.6)***

1 ***(a) Should the parties continue to operate under the Commission-approved***
2 ***interconnection agreement pending the Commission's ruling on the***
3 ***arbitration?***

4 ***(b) If so, what should be the length of the term of the agreement resulting***
5 ***from this arbitration?***

6
7 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

8
9 A. (a) BellSouth's position is that it is not appropriate for the parties to continue
10 to operate under the expired Agreement indefinitely. The parties should
11 operate under the provisions of the expired Agreement for no more than 180
12 days after the expiration date. Combined with the re-negotiation interval that
13 can begin as early as 270 days prior to the expiration of the agreement, this
14 gives the parties approximately 15 months to enter into a new Agreement,
15 either through negotiation or arbitration. Following expiration of the 180-day
16 period, the parties should default to BellSouth's Standard Interconnection
17 Agreement, which is updated regularly to reflect all changes in the legal
18 requirements imposed on BellSouth. It is unreasonable to require the rates,
19 terms and conditions of the expired Agreement to continue to apply
20 indefinitely after the expiration of the agreement because doing so stifles
21 BellSouth's ability to implement new processes or, alternatively, forces
22 BellSouth to maintain old processes to be performed manually. With hundreds
23 of Competitive Local Exchange Carriers ("CLECs") operating under expired
24 agreements that contain antiquated processes and procedures for an extended
25 period of time would be unmanageable and would inhibit BellSouth's ability to

1 offer interconnection, UNEs and other services in an efficient and timely
2 manner.

3
4 (b) The term of the new Agreement should be no more than three years. The
5 fact that the effective date of the new DeltaCom agreement is after the date the
6 parties execute the new agreement, and not retroactive to the expiration date of
7 the old agreement, eliminates the situation that occurred in the past (where the
8 term of the agreement was retroactive) which resulted in the prospective term
9 of the agreement being much reduced. Under BellSouth's proposal, the entire
10 three-year term would be prospective. BellSouth's proposal for a three-year
11 term is also consistent with the three-year timeframe set by the FCC in the past
12 for review of its rules under Section 251, and is actually longer than the two-
13 year timeframe more recently identified by the FCC for review of the rules
14 enacted pursuant to its Triennial Review.

15
16 Q. DOES THE FACT THAT THE NEW AGREEMENT BECOMES
17 EFFECTIVE ON THE DATE THAT IT IS SIGNED BY THE PARTIES
18 ALLEVIATE MR. WATTS' CLAIMS (PAGE 9, LINES 15-19) THAT A
19 THREE-YEAR CONTRACT IS INEFFICIENT?

20
21 A. Yes. Mr. Watts' concern that "the timing of regulatory orders and on-going
22 disputes between the parties" would cause the term of the agreement to be
23 shorted is without merit. As discussed above, under BellSouth's proposed
24 language, the three-year term would not begin until after the new agreement is
25 executed by the parties, which would be after the issuance of the

Commission's ruling in this proceeding. Any delays in the issuance of the final ruling would not impact the term of the agreement.

Issue 2: Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2):

(a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T?

(b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers?

(c) Does DeltaCom have the right to review and edit its customers' directory listings?

(d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should [be] the credit or PMAP measure?

Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

A. (a) Pursuant to 47 USC § 252(i), DeltaCom can adopt rates, terms and conditions for network elements, services, and interconnection from any interconnection agreement filed and approved pursuant to 47 USC § 252, under the same terms and conditions as the original Interconnection Agreement. DeltaCom has not requested of BellSouth to adopt any language for directory listings from an agreement filed and approved by the Alabama Commission. Rather, the language contained in DeltaCom's proposal is from an AT&T agreement that is not yet in effect in Alabama. To the extent DeltaCom does request to adopt rates, terms and conditions for directory listings from an agreement filed and approved by this Commission, such an

1 adoption would be incorporated into DeltaCom's agreement for the original
2 term of the adopted agreement (i.e., for the term of the AT&T agreement).
3 Section 252(i) clearly requires such an adoption to be "upon the same terms
4 and conditions as those provided in the [approved] agreement". In such case,
5 BellSouth proposes that the language included in its proposal replace the
6 adopted language when it expires, to ensure that there are applicable rates,
7 terms and conditions for directory listings for the full term of that agreement.
8

9 (b) BellSouth is required to provide access to its directory assistance database
10 and charges fees to do so pursuant to its Interconnection Agreement and its
11 tariff. BellSouth Advertising & Publishing Company (BAPCO) will provide a
12 manual directory listing of a CLEC's customers upon request. BellSouth is not
13 required to provide (and does not have the system capabilities to provide) an
14 electronic feed of directory listings for DeltaCom customers.
15

16 (c) DeltaCom has the right to review and edit its customers' directory listings
17 through access to DeltaCom's own customer service records. BellSouth
18 Telecommunications, Inc. does not have a database through which review and
19 edits of directory listings may be made. In accordance with the agreement
20 between BAPCO and the CLEC, BAPCO provides "review pages" of all
21 listings prior to the book closing, if requested by the CLEC. The CLEC may
22 provide edits to the "review pages."
23

24 (d) If an error occurs in a Directory Listing, DeltaCom can request a credit for
25 any monies billed that are associated with the charge for said listing pursuant

1 to BellSouth's General Subscriber Service Tariff (GSST). This is consistent
2 with BellSouth's treatment of its retail customers. Further, an arbitration
3 proceeding with an individual CLEC is not the appropriate forum in which to
4 address the issue of PMAP measurements.
5

6 ***Issue 11: Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10):***

7 ***(a) Should the interconnection agreement specify that the rates, terms and***
8 ***conditions of the network elements and combinations of network elements***
9 ***are compliant with state and federal rules and regulations?***

10 ***(b) Must all network elements be delivered to DeltaCom's collocation***
11 ***arrangement?***

12 ***(c) What standards should apply to network elements?***
13

14 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?
15

16 A. (a) The Interconnection Agreement should specify that the rates, terms and
17 conditions of network elements and combinations of network elements should
18 be compliant with federal and state rules promulgated pursuant to Section 251
19 of the Telecommunications Act of 1996 ("Act"). The Interconnection
20 Agreement is an agreement required under Sections 251 and 252 of the Act
21 and should be limited to those interconnection, network elements and services
22 required pursuant to Section 251 of the Act.
23

24 If a state commission orders BellSouth to provide access to network elements
25 pursuant to its authority under Section 251 of the Act, then such requirements

1 should be incorporated into the interconnection agreement. By contrast, if a
2 state commission orders BellSouth to provide access to network elements
3 pursuant to any authority other than Section 251 (for example under a separate
4 state statutory authority), those elements should not be required to be included
5 in a Section 251 agreement. Since such additional state requirements would
6 not be ordered pursuant to Section 251 of the Act, BellSouth should be
7 required to incorporate them into an agreement that is entered into under
8 Section 252 of the Act and that is subject to all of the requirements of Section
9 252 – such requirements could be tariffed or offered pursuant to a separate
10 agreement between the parties.

11
12 (b) Not all UNEs terminate to a CLEC's collocation space, such as databases.
13 BellSouth's proposed language does not require that all elements terminate to a
14 central office collocation space and expressly excludes those elements that do
15 not have to terminate at a collocation space. For instance, under certain
16 provisions, carriers (CLECs, IXCs, or CMRS providers) may connect UNE
17 loops, UNE local channels, or tariffed local channels to another carrier's
18 collocation arrangement. Similarly, carriers may connect UNE or tariffed
19 transport from the ordering carrier's collocation space to another carrier's
20 collocation arrangement.

21
22 (c) It is BellSouth's understanding that this sub-part has been resolved.
23 However, should that not be the case, BellSouth reserves its right to file
24 supplemental testimony.
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[REDACTED]

[REDACTED]

***Issue 25: Provision of ADSL where DeltaCom is the UNE-P Local Provider
(Attachment 2 – Section 8.4): Should BellSouth continue providing the end-
user ADSL service where DeltaCom provides UNE-P local service to that
same end-user on the same line?***

Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

A. BellSouth’s policy is that it provides DSL and FastAccess® (“FastAccess”) on BellSouth provided exchange line facilities. A UNE-P line is not a BellSouth-provided facility (i.e., the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (“HFPL”) and lacks permission to provision DSL over this portion of the CLEC loop. Furthermore, many databases would need to be created to track which CLECs are allowing BellSouth to use their HFPL, for which states, at what cost, and for which end users. Additionally, many system enhancements would need to

1 be designed and implemented to ensure BellSouth's current systems would be
2 able to interface with these databases. To continue to provide DSL service to
3 migrating customers would be inconsistent with the manner in which
4 BellSouth designed its DSL service. In order for BellSouth to recover its
5 development costs for DSL over UNE-P, it would either have to charge the
6 CLEC, or the network services provider ("NSP"), or its shareholders. Other
7 DSL providers are not subject to these additional regulatory requirements and
8 costs, which would ultimately result in a higher price for the end user, and
9 would most likely make BellSouth's DSL less competitive compared to service
10 of other DSL providers and broadband technologies.

11
12 Q. SHOULD BELL SOUTH BE REQUIRED TO CONTINUE TO PROVIDE
13 DSL SERVICES FOR CUSTOMERS TO WHOM DELTACOM PROVIDES
14 VOICE SERVICES USING UNE-P?

15
16 A. No. The FCC addressed this issue in its *Line Sharing Order*¹ and concluded
17 that incumbent carriers are not required to provide line sharing to requesting
18 carriers that are purchasing UNE-P combinations. The FCC reiterated this
19 determination in its *Line Sharing Reconsideration Order*.² It stated: "We deny,
20 however, AT&T's request that the Commission clarify that incumbent LECs
21 must continue to provide xDSL service in the event customers choose to obtain
22 service from a competing carrier on the same line because we find that the

¹ *In Re: Deployment of Wireline Services Offering Advanced Telecommunications Capability*, Order No. FCC 99-355 in CC Docket Nos. 98-147, 96-98 (Released December 9, 1999) (*Line Sharing Order*).

² *Third Report and Order on Reconsideration* in CC Docket No. 98-147 and *Fourth Report and Order on Reconsideration* in CC Docket No. 96-98, Order No. FCC 01-26 (Released January 19, 2001) (*Line Sharing Reconsideration Order*)

1 Line Sharing Order contained no such requirement.” *Id.* at ¶26. The FCC then
2 expressly stated that the *Line Sharing Order* “does not require that they
3 [LECs] provide xDSL service when they are not [sic] longer the voice
4 provider.” *Id.* The FCC explained: “We note that in the event that the
5 customer terminates its incumbent LEC provided voice service, for whatever
6 reason, the competitive data LEC is required to purchase the full stand-alone
7 loop network element if it wishes to continue providing xDSL service.” (*Line*
8 *Sharing Order*, at ¶ 72).

9
10 If DeltaCom purchases the UNE-P, DeltaCom becomes the voice provider over
11 that loop/port combination, and it owns the entire loop, including the high
12 frequency spectrum. The Commission should find, consistent with the FCC’s
13 rulings, that BellSouth is not obligated to provide DSL services for customers
14 who switch to DeltaCom’s UNE-P based voice services. Nothing precludes
15 DeltaCom from entering into a line splitting arrangement with another carrier
16 to provide DSL services to DeltaCom’s voice customers or from providing its
17 own DSL service over the UNE loop.

18
19 Q. ARE THERE OTHER REASONS THAT BELL SOUTH SHOULD NOT BE
20 REQUIRED TO CONTINUE TO PROVIDE ITS DSL SERVICE TO
21 CUSTOMERS SERVED BY DELTACOM OVER UNE-P?

22
23 A. Yes. There are significant operational issues that would make it extremely
24 burdensome for BellSouth to provide DSL service over a UNE loop purchased
25 by a CLEC to provide voice service. As mentioned previously, when a CLEC

1 purchases a UNE-P, that CLEC controls the entire loop, including both the low
2 frequency spectrum and the high frequency portion of the loop ("HFPL") that
3 is used to provision DSL service. The CLEC can choose to use either portion
4 of the loop as it wishes. Not all CLECs want BellSouth's DSL service to be
5 provided when serving the customer via UNE-P: (1) some CLECs do not want
6 BellSouth to continue its DSL service; (2) some CLECs want BellSouth to
7 provide DSL service and will not charge BellSouth; or (3) some CLECs want
8 BellSouth to provide DSL, but want BellSouth to pay the CLEC for leasing
9 back the high frequency spectrum. Most importantly, BellSouth's systems are
10 not capable of tracking different arrangements with different CLECs, nor
11 should BellSouth be forced to pay the CLEC to provide a service BellSouth
12 does not choose to provide.

13

14 Q. ARE THERE INSTANCES IN WHICH A CLEC'S VOICE CUSTOMER
15 CAN CONTINUE TO RECEIVE BELL SOUTH'S DSL SERVICE?

16

17 A. Yes. Where a CLEC resells BellSouth voice service to an end user who
18 already subscribes to FastAccess, BellSouth will continue to provide the retail
19 FastAccess ADSL service and the wholesale interstate DSL transport service.
20 Unlike the above situation with UNE-P, a CLEC reselling BellSouth's service
21 does not have control of the loop. Specifically, the CLEC does not have access
22 to the HFPL, which is required to provide DSL services. BellSouth retains
23 access to the HFPL and, therefore, can continue to provide BellSouth's DSL
24 service. Consequently, the operational issues mentioned earlier are not
25 concerns in a resale scenario.

1

2 Q. DELTACOM'S WITNESS MARY CONQUEST ALLEGES THAT
3 BELLSOUTH'S DSL POLICY CONSTITUTES AN ANTI-COMPETITIVE
4 TYING ARRANGEMENT (pp. 7-9). PLEASE RESPOND.

5

6 A. BellSouth's policy of discontinuing its ADSL service to customers who
7 migrate to CLECs for voice service does not constitute a tying arrangement as
8 referred to in anti-trust laws. Although I am not an attorney, my understanding
9 of tying as applied in anti-trust law is that tying is a form of monopoly
10 leveraging in which market power in one market (A) is leveraged to give
11 competitive advantage in a more competitive market (B). "A tying
12 arrangement is 'an agreement by a party to sell one product but only on the
13 condition that the buyer also purchases a different (or tied) product, or at least
14 agrees that he will not purchase that product from any other supplier'" (quoting
15 *N.Pac.Ry. Co., v. United States*, 356 U.S. 1, 5, 2 L.Ed. 2d 545, 78 S. Ct. 514-6
16 (1958)). The mechanics are simple: a monopoly supplier of a less competitive
17 service, service A, refuses to supply that service by itself and requires
18 customers to also purchase service B, for which it faces more competition.

19

20 DeltaCom's allegation that BellSouth's policy represents anti-competitive
21 tying is backwards. The allegation is that BellSouth is requiring customers of
22 its more competitive service (DSL) to also purchase its less competitive service
23 (basic exchange voice service). This is the opposite of an anti-competitive
24 tying arrangement. Given the definition of tying and the realities of the

1 broadband market (that customers have multiple choices for broadband service
2 providers), a tying argument makes no sense in this instance.

3

4 Q. MS. CONQUEST ALLEGES ON PAGE 7 THAT BELL SOUTH'S DSL
5 POLICY FORCES A COMPETITOR TO ENTER TWO MARKETS. IS
6 THAT A VALID COMPLAINT?

7

8 A. No. BellSouth is not forcing DeltaCom to provide its own service for DSL and
9 voice service. If DeltaCom wants to serve voice customers who desire DSL
10 service, it can resell BellSouth's voice service with BellSouth FastAccess
11 service, it can purchase DSL from another data provider, or it can provide DSL
12 service itself. Thus, DeltaCom has several options available from which to
13 choose.

14

15 Q. MS. CONQUEST STATES AT P. 8 THAT "TYING ARRANGEMENTS
16 ALLOW A MONOPOLY TO "CHERRY PICK" THE MOST ATTRACTIVE
17 CUSTOMERS FROM THE MASS MARKET." IS THAT TRUE?

18

19 A. No. First, as explained above, BellSouth's DSL policy is not an anti-
20 competitive tying arrangement. Second, BellSouth makes its DSL service
21 available in 137 central offices out of a total of 147 central offices in Alabama,
22 or available in 93 percent of BellSouth's Alabama central offices. However, to
23 date, less than 3 percent of BellSouth Alabama residential and business
24 customers subscribe to BellSouth FastAccess service. If anyone is to be
25 accused of "cherry picking", it should be DeltaCom. There are 97 percent of

1 BellSouth's Alabama customers who do not currently subscribe to BellSouth's
2 FastAccess service; however, DeltaCom insists that it is disadvantaged if it
3 cannot target the small percent of BellSouth's customers who are current DSL
4 subscribers.

5

6 Q. ON PAGE 8, MS. CONQUEST STATES THAT BELLSOUTH'S DSL
7 POLICY "PREVENTS CONSUMERS FROM OBTAINING THE VOICE
8 PROVIDER OF THEIR OWN CHOOSING." DO YOU AGREE?

9

10 A. Certainly not. There are over 100 CLECs providing service to approximately
11 330,000 lines, or 16 percent of the total lines in Alabama (9 percent residential
12 and 29 percent business). As this Commission and the FCC found in
13 BellSouth's 271 proceedings, there is undisputed evidence of local service
14 competition in Alabama. Further, if DeltaCom chooses not to provide DSL
15 service itself, by reselling BellSouth's DSL service, or by purchasing DSL
16 service from a data provider, the customer can purchase DSL service from a
17 number of cable providers. To state that BellSouth's policy prevents a
18 customer's choice of local service provider is definitely not true.

19

20 Q. ON PAGE 9, MS. CONQUEST CITES TWO COMMISSIONS (LOUISIANA
21 AND KENTUCKY) THAT HAVE RULED AGAINST BELLSOUTH ON
22 THIS ISSUE. PLEASE RESPOND.

23

24 A. In Docket No. R-26173, the Louisiana Public Service Commission ("LPSC")
25 issued its order on April 4, 2003, clarifying its January 24, 2003 Order. The

1 LPSC orders require BellSouth to continue to provide wholesale and retail
2 DSL service to customers who migrate to a CLEC for voice service over UNE-
3 P. Where a customer of a CLEC subsequently chooses to receive BellSouth's
4 wholesale or retail DSL service, BellSouth must provide the service.
5 However, pursuant to the order, BellSouth filed a proposal on May 1, 2003 to
6 offer BellSouth's DSL service in such an instance over a separate line.

7
8 The Kentucky Public Service Commission ("KPSC") issued orders in the
9 Cinergy Arbitration Case No. 2001-432 as follows: July 12, 2002 (Arbitration
10 Decision) and April 28, 2003 (Order Approving Agreement Language).
11 BellSouth is required to provide wholesale DSL transport service (*not retail*
12 *FastAccess*) to a Network Service Provider ("NSP") who serves, or desires to
13 serve, an end-user that receives UNE-P based voice services from Cinergy.
14 This requirement is not limited to migrating customers.

15
16 The Florida Public Service Commission ("FPSC") has issued two orders, both
17 different from the Kentucky and Louisiana orders discussed above. In the
18 Florida FDN Arbitration (Docket No. 010098-TP) the FPSC required
19 BellSouth to continue providing its retail BellSouth FastAccess® Service
20 ("Fast Access") for customers who migrate to CLECs for voice service over
21 UNE loops. BellSouth's Agreement Language, accepted by FDN, allows
22 BellSouth to provide FastAccess over a separate stand-alone loop, installed on
23 the customer's premises. In the Supra Arbitration (Docket No. 001305-TP),
24 the FPSC ordered BellSouth to continue to provide its FastAccess service to a
25 customer migrating to Supra's voice service over UNE-P. BellSouth has

1 appealed that order to the United States District Court. In addition, Supra has
2 filed a Complaint with the FPSC regarding BellSouth's compliance with the
3 FPSC orders using a separate stand-alone loop (as in FDN); that complaint is
4 pending before the FPSC.

5
6 Q. HAVE ANY COMMISSIONS IN BELL SOUTH'S REGION FOUND IN
7 FAVOR OF BELL SOUTH ON THIS ISSUE?

8
9 A. Yes. There are two states that have addressed this issue and have ruled that
10 BellSouth is not required to provide DSL service to an end user receiving voice
11 service from a CLEC: (1) The North Carolina Utilities Commission
12 ("NCUC") considered this issue in BellSouth's 271 case. In the NCUC's
13 Consultative Opinion to the FCC in BellSouth's 271 Application for Alabama,
14 Kentucky, Mississippi, North Carolina and South Carolina, WC Docket No.
15 01-150, filed July 9, 2002, at p. 204, it found:

16 "[T]he incumbent LEC has no obligation to provide DSL service over
17 the competitive LEC's leased facilities."

18 (2) The South Carolina Public Service Commission ("SCPSC") issued an
19 Order in Docket No. 2001-19-C on April 3, 2001 in the IDS Arbitration case,
20 which stated,

21 "Clearly, the FCC has not required an incumbent LEC to provide xDSL
22 service to a particular end user when the incumbent LEC is no longer
23 providing voice service to that end user. IDS's contention that this
24 practice is anticompetitive is therefore not persuasive when BellSouth

1 *is acting in accordance with the express language of the FCC's most*
2 *recent Order on the subject." (page 29)*
3

4 Q. ON PAGE 9, MS. CONQUEST CITES AN EXAMPLE OF A CHURCH
5 WHICH WAS "UNABLE" TO MIGRATE TO DELTACOM FOR VOICE
6 SERVICE BECAUSE BELL SOUTH WOULD NOT CONTINUE TO
7 PROVIDE FASTACCESS TO THAT CUSTOMER. PLEASE RESPOND.

8
9 A. BellSouth is unable to address the specific situation cited because DeltaCom
10 has not provided details of the customer or request. However, it is not solely
11 BellSouth's policy that results in customers such as this remaining with
12 BellSouth. Indeed, it is DeltaCom's policy of not providing DSL service
13 (either its own or from another DSL provider), in spite of the variety of choices
14 available, as explained above, that results in this type of situation.

15
16 BellSouth's approach is simply to offer a customer an overlay DSL service to
17 meet that customer's voice and broadband needs. Customers choose products
18 and providers based on the best fit for their needs. It seems that Ms. Conquest
19 feels that any competitor that offers a better product is trying to keep the
20 market for itself. A more appropriate view is that providers of products in a
21 free marketplace should be able to differentiate their offerings to encourage
22 customers to buy them.

23
24 As an example, Cadillac is known for its luxury. Mercedes-Benz is known for
25 its reliability and durability. Volkswagen is known for its lower price and fuel

1 efficiency. Customers would probably prefer to have a car built with the
2 durability of a Benz, the luxurious appointments of a Cadillac, at a
3 Volkswagen price and fuel economy. However, to my knowledge, such a
4 vehicle does not exist; so customers must make choices that best fit their
5 needs. The same is true in the telecommunications market in Alabama.
6 DeltaCom offers its own variety of local, long distance, and enhanced services.
7 DeltaCom's service area includes service in at least three states beyond
8 BellSouth's territory. BellSouth and DeltaCom both differentiate their service
9 offerings to appeal to the customer markets in their targeted territories.
10 BellSouth currently offers its customers the opportunity to purchase
11 FastAccess as an overlay to voice service (regardless of whether the voice
12 provider is BellSouth or a CLEC reselling BellSouth's local exchange service).

13
14 Consumers can choose which arrangement best suits their needs. For some
15 consumers, it appears that DeltaCom's packages of services are more
16 attractive. For other customers, BellSouth's FastAccess may be more
17 important. This is consistent with free market choice, and there is nothing evil
18 in allowing customers to have different choices. In DeltaCom's world of
19 competition, if BellSouth develops a better product or service for consumers,
20 BellSouth must make that choice available for all consumers, including those
21 served by BellSouth's competitors. In a sense, DeltaCom is recommending
22 that all telecommunications services are commodity products provided by and
23 subsidized by BellSouth that should be available to all players, except that
24 DeltaCom gets to provide the product only to the customers it chooses to serve
25 at the most profitable levels.

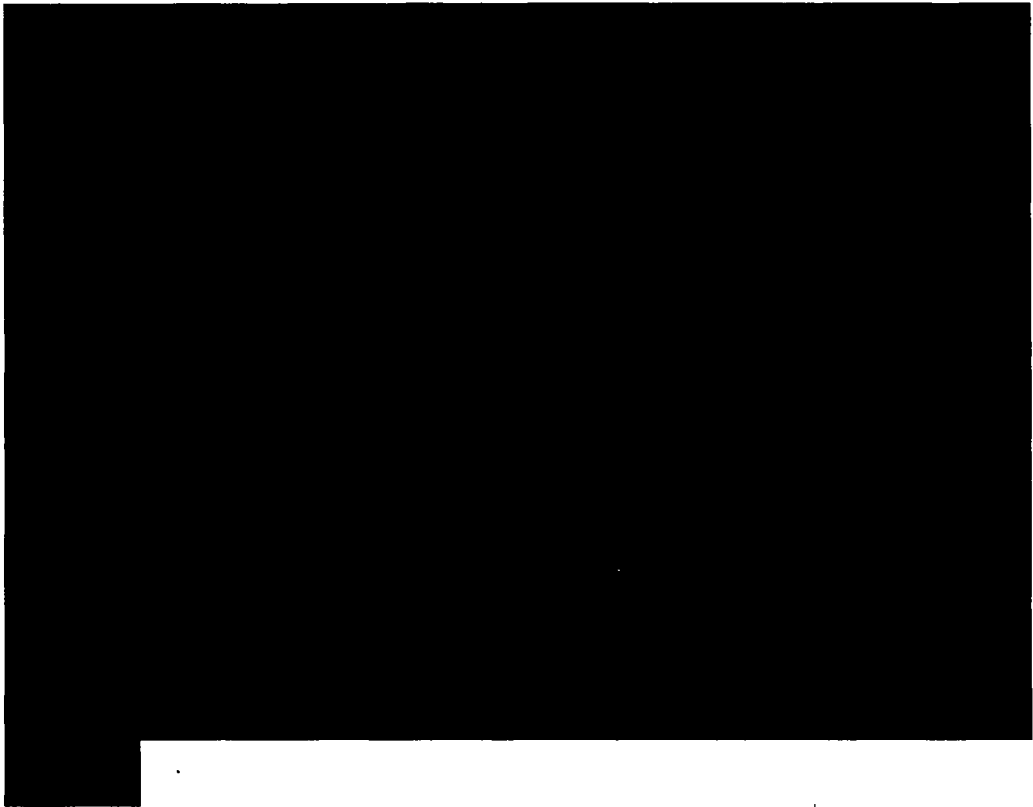
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Q. WHAT DOES BELL SOUTH REQUEST OF THIS COMMISSION?

A. BellSouth requests that this Commission rule consistent with the FCC and the North Carolina and South Carolina Commissions that BellSouth is not required to provide its DSL service in instances where the end user's voice telecommunications service is provided by a CLEC using an unbundled loop, or by UNE-P.

[REDACTED]

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³ *In re: Developing a Unified Inter-Carrier Compensation Regime*, FCC 01-132, CC Docket No. 01-92, 2001 WL 455872 ¶105 (April 27, 2001) (Notice of Proposed Rulemaking).

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1 included in BellSouth's Private Line Tariff and BellSouth's FCC No. 1 Tariff.
2 Any costs incurred by BellSouth in conjunction with the provisioning of that
3 request will be recovered in accordance with BellSouth's Private Line Tariff,
4 Section B2.4.4 (applicable for UNEs that are billed by BellSouth's CRIS
5 system) or BellSouth's FCC No. 1 Tariff, Section 5.4 (applicable for UNEs
6 that are billed by BellSouth's CABS system). The Cancellation charge equals
7 a percentage of the applicable installation nonrecurring charge. Since the
8 Commission has approved the nonrecurring rates BellSouth charges for UNE
9 installation and provisioning, BellSouth's recovery of its cost incurred prior to
10 the cancellation of the LSR is appropriate and cost-based.

11

12 b) The rates used to calculate applicable Cancellation charges are based upon
13 Commission-approved rates and are not already recovered in the existing UNE
14 approved rates.

15

16 ***Issue 58: Unilateral Amendments to the Interconnection Agreement (Attachment 6***
17 ***– Sections 1.8 and 1.13.2; Attachment 3):***

18 ***(a) Should the Interconnection Agreement refer to BellSouth's website address***
19 ***to Guides such as the Jurisdictional Factor Guide?***

20 ***(b) Should BellSouth post rates that impact UNE services on its website?***

21

22 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

23

24 A. a) Certain provisions of the Agreement should incorporate by reference various
25 BellSouth documents and publications. BellSouth may, from time to time

1 during the term of the agreement, change or alter such documents and
2 publications as necessary to update processes, technical publications, etc..
3 These documents are typically guides that affect processes and procedures, and
4 are for use by all CLECs. This is the most efficient means of providing current
5 documentation in a timely manner to all CLECs. To require that all of
6 BellSouth's guides be included in the agreement as they exist as of a particular
7 date, or not be referenced at all, would result in BellSouth not being able to
8 update or change processes, mechanize systems or have a uniform approach to
9 anything. BellSouth deals with over 90 CLECs just in Alabama and must be
10 able to exercise flexibility in enhancing its processes. In the event that
11 BellSouth implements a change that the CLEC community does not agree
12 with, that rare instance should be addressed to BellSouth, or to the
13 Commission, at that time. Those rare exceptions should not be used to justify
14 impeding BellSouth's ability to make the necessary changes and to apply those
15 changes to all CLECs. The alternative would be to require BellSouth to amend
16 every agreement any time it desired to improve a process – a costly and time-
17 consuming requirement for both CLECs and BellSouth. Until all CLECs
18 agreed upon the change, BellSouth would be required to continue to offer
19 multiple processes, dating back to the earliest version incorporated into the
20 oldest agreement. BellSouth's desire to offer interconnection, access to UNEs
21 and other services in an efficient manner would be drastically impeded by such
22 a requirement.

23
24 b) BellSouth notifies CLECs via Carrier Notification Letters in advance of
25 changes impacting UNE services. The Carrier Notification Letters are posted

1 on BellSouth's website as soon as possible, and serve as proper notification to
2 DeltaCom, as well as other CLECs of such changes. To require rates to have
3 been established and USOCs to have been assigned prior to BellSouth posting
4 new offerings would unnecessarily delay the posting of the notices until after
5 rates are developed – BellSouth strives to provide these notices as quickly as
6 possible so that the CLECs are aware of the changes as soon as possible. New
7 rates are provided to individual CLECs upon amendment of their agreement,
8 and BellSouth has agreed to provide DeltaCom with an amendment within 30
9 days of receipt of such a request.

10
11 ***Issue 59: Payment Due Date (Attachment 7 – Sections 1.4 and 1.4.1): Should the***
12 ***payment due date be thirty days from receipt of the bill?***

13
14 Q. WHAT IS BELL SOUTH'S POSITION ON THESE ISSUES?

15
16 A. Payment should be due by the next bill date. There is no legitimate reason to
17 allow DeltaCom a full thirty (30) days after receiving its bill to make payment.
18 BellSouth invoices DeltaCom every 30 days, just as it does for every customer.
19 The bill date is the same each month, and DeltaCom knows the date its bill will
20 be due each month. Moreover, it can elect to receive its bills electronically so
21 as to minimize any delay in bill printing and receipt. To the extent DeltaCom
22 has questions about its bills, BellSouth cooperates with DeltaCom to provide
23 responses in a prompt manner and resolve any issue. It is reasonable for
24 payment to be due before the next bill date. Furthermore, in a given month, if

1 special circumstances warrant, DeltaCom may request an extension of the due
2 date and BellSouth does not unreasonably refuse to grant such a request..

3

4 ***Issue 60: Deposits (Attachment 7 - Section 1.11):***

5 ***(a) Should the deposit language be reciprocal?***

6 ***(b) Must a party return a deposit after generating a good payment history?***

7

8 Q. WHAT IS BELL SOUTH'S POSITION REGARDING SUBPART (a) OF
9 THIS ISSUE?

10

11 A. The deposit language should not be reciprocal. BellSouth is not similarly
12 situated with a CLEC provider and, therefore should not be subject to the same
13 creditworthiness and deposit requirements/standards. If BellSouth is buying
14 services from a CLEC provider's tariff, the terms and conditions of such tariff
15 will govern whether BellSouth must pay a deposit. Thus, the interconnection
16 agreement is not an appropriate location for a deposit requirement to be placed
17 upon BellSouth.

18

19 Q. DOES DELTACOM HAVE DEPOSIT LANGUAGE IN ITS ALABAMA
20 LOCAL SERVICES TARIFF?

21

22 A. Yes, it does. Section 2.5.5 of DeltaCom's Alabama P.S.C. No. 1 - Local
23 Tariff states, in part that:

24

1 The Company, upon initiation or reinitiation of service,
2 may require a cash deposit from a prospective customer, a
3 presently disconnected customer, or a former customer for
4 the purpose of guaranteeing final payment for service when
5 in the judgment of the Company, such deposit is necessary.
6 ...The Company reserves the right to cease accepting and
7 processing Service Orders after it has requested a security
8 deposit and prior to the Customer's compliance with this
9 request. ...An additional deposit may be required from a
10 telephone customer when excessive toll occurs and there is
11 a known credit risk....

12

13 Q. IS DELTACOM'S DEPOSIT LANGUAGE SIMILAR TO BELLSOUTH'S
14 DEPOSIT LANGUAGE?

15

16 A. Yes, although the deposit language in DeltaCom's tariff is more rigid than
17 BellSouth's tariff language since any applicant for service may be required to
18 provide a security deposit to DeltaCom under its tariff language, and it can
19 cease to accept or process orders if the deposit is not paid upon request.

20

21 Q. WHAT IS BELLSOUTH'S POSITION REGARDING SUBPART (b) OF
22 THIS ISSUE?

23

24 A. BellSouth should not be required to return a deposit solely because a CLEC
25 generates a good payment history. Payment history alone is not a measure of

1 credit risk. BellSouth should be able to base a deposit requirement on an
2 analysis of DeltaCom's credit worthiness, not just payment history. Timely
3 payment alone is not enough to protect BellSouth in the event DeltaCom
4 ceases making timely payments. BellSouth's proposed language includes, as
5 part of Attachment 7, Section 1.11, the following:

6
7 BellSouth seeks adequate assurance of payment in the form
8 of a deposit or other means of security for:

9 1. All new customers, excluding a new customer
10 rated as 5A1 with Dun & Bradstreet (D&B).

11 2. Existing customers under the following
12 circumstances:

13 (a) Poor pay history with BellSouth, defined as one
14 time payment in excess of 30 days from bill date
15 in a 12 month period (excluding legitimate
16 disputes);

17 (b) Liquidity issues that create uncertainty of future
18 payment as defined by objective criteria (i.e.,
19 financial indices from last fiscal year end and
20 most recent quarter, bond ratings, and D&B
21 ratings).

22 (c) If BellSouth experiences a pre-petition
23 bankruptcy loss, customer reverts to new
24 customer status, and Bellsouth can seek adequate

1 assurance of payment in the form of a deposit or
2 other means of security.

3
4 Q. MR. WATTS, ON PAGES 30-33, ARGUES THAT BELL SOUTH IS
5 UNJUSTIFIED IN MAINTAINING DELTACOM'S DEPOSIT IN THE
6 EVENT OF GOOD PAYMENT HISTORY BECAUSE "BELL SOUTH
7 FACES VERY LOW AGGREGATE FINANCIAL RISK FROM ITS
8 OBLIGATION TO PROVIDE WHOLESALE SERVICES - ESPECIALLY
9 WHEN COMPARED WITH TELECOMMUNICATIONS SERVICE
10 PROVIDERS WITH LESS MARKET POWER." WHAT IS YOUR
11 RESPONSE?

12
13 A. Over the last 2 years BellSouth has had a number of very large customers that
14 were paying current up until the day they filed bankruptcy. Payment history is
15 an indication of how a customer performed in the past and not how it will
16 perform in the future. A compilation of data including how the debtor pays
17 other suppliers, management history, company history, financial information,
18 bond rating, (indicates the companies ability to obtain financing), all help paint
19 a picture of how a company will perform in the future. In the event a CLEC
20 fails to pay (after maintaining a good payment history or otherwise) BellSouth
21 is faced with a lengthy process prior to disconnection of the service. In
22 addition to the month for which the CLEC did not pay, BellSouth may be
23 required to provide an additional month (or more) of service while notices are
24 being given and the disconnection process is taking place, resulting in more

1 than two months of outstanding debt, even if the CLEC has paid timely prior to
2 that point.

3

4 Q. FURTHER, ON PAGE 33, MR. WATTS STATES, "IT IS COMPELLING
5 THAT THE FCC CONSIDERED AND REJECTED SIMILAR REQUESTS
6 FROM BELL SOUTH ONLY THREE MONTHS AGO." PLEASE
7 COMMENT.

8

9 A. Mr. Watts cites the FCC's Policy Statement *In the Matter of Verizon Petition*
10 *for Emergency Declaratory and Other Relief*, WC Docket No. 02-202, *Policy*
11 *Statement*, Rel. December 23, 2002. Although BellSouth did file Comments,
12 BellSouth later withdrew from that proceeding. Verizon filed specific
13 revisions to its interstate access tariffs seeking to broaden its discretion to
14 require security deposits and advance payments, and to shorten the notice
15 period required before it may take action against customers who are not paying
16 their interstate access bills on time. The FCC concluded (p. 14),

17

18 "We do not believe that broadly crafted measures
19 applicable to all customers, such as additional deposits, are
20 necessary to strike the balance between the interests of
21 incumbent LECs and their customers. ... We believe that
22 narrower protections such as accelerated and advanced
23 billing would be more likely to satisfy statutory standards."

24

1 Therefore, although the FCC did not agree to the "broadly crafted" tariff
2 changes requested by Verizon and other ILECs, it recognized that narrower
3 protections, including shortened intervals for discontinuance of service may be
4 appropriate. The problem is that, from experience negotiating with CLECs,
5 they want more time, not less time; so, that would not help protect the ILECs,
6 even though the FCC may approve such a provision in an FCC tariff.

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 [REDACTED]
12 [REDACTED]

13 [REDACTED]
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Issue 62: Limitation on Back Billing (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?

Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that limitations for back billing are pursuant to the applicable Commission Telephone Rules, specifically T-5.

Q. WHAT DOES THE COMMISSION'S TELEPHONE RULE T-5 REQUIRE WITH RESPECT TO BACKBILLING OF CHARGES?

A. Paragraph 5 of Telephone Rule T-5 states, "Any undercharge in customer billing as a result of the utility's error shall not be backbilled in excess of thirty-six (36) months. No backbilling shall be allowed without immediate written notification by the utility to the customer at the time of discovery by the utility including notice that the customer shall be given the option of repayment of amounts due in monthly installments equal to the period of said underbilling."

1 Q. PLEASE COMMENT ON DELTACOM'S PROPOSAL ON PAGE 37 OF
2 MR. WATTS' TESTIMONY THAT BACK BILLING BE LIMITED TO 90
3 DAYS.

4
5 A. DeltaCom's proposal is nonsensical and impractical. Due to the complexity of
6 BellSouth's billing systems, 90 days is not a sufficient amount of time for the
7 retrieval of billing data and records and any system programming to
8 substantiate and support the back billing of under billed charges. While
9 BellSouth strives to bill incurred charges in a timely manner, it should not be
10 forced to limit back billing to 90 days.

11
12 ***Issue 63: Audits (Attachment 7): Is it appropriate to include language for audits of***
13 ***the parties' billing for services under the interconnection agreement?***

14
15 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

16
17 A. Audits of BellSouth's billing for services under the interconnection agreement
18 are not necessary. Performance measurements addressing the accuracy and
19 timeliness of BellSouth's billing provide sufficient mechanisms for monitoring
20 BellSouth's billing. Inclusion of audit language for billing in the agreement
21 would be duplicative and an unnecessary use of resources. In response to
22 DeltaCom's request to adopt AT&T's language on this issue, adoptions
23 pursuant to 47 USC § 252(i) are limited to network elements, services, and
24 interconnection rates, terms and conditions and do not apply to other aspects of
25 the Interconnection Agreement that are not required pursuant to Section 251.

1 47 USC § 252(i) only requires an ILEC to make available "any
2 interconnection, service, or network element" under the same terms and
3 conditions as the original Interconnection Agreement.

4
5 ***Issue 64: ADUF: What terms and conditions should apply to DUF?***

6
7 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

8
9 A. BellSouth's position is that the terms and conditions for the provision of
10 ADUF service to DeltaCom should be pursuant Attachment 7, Section 5.7 of
11 BellSouth's proposed Interconnection Agreement. It appears that DeltaCom is
12 asking BellSouth to isolate and provide to them only certain ADUF records.
13 BellSouth is not required to do this. Consistent with the FCC's 271 Orders in
14 BellSouth's states, BellSouth provides competing carriers with complete,
15 accurate, and timely reports on the service usage of their customers in
16 substantially the same manner that BellSouth provides such information to
17 itself. If DeltaCom wants a customized report, it should file a New Business
18 Request.

19
20 Q. ON PAGE 10, MS. CONQUEST CONTENDS THAT DELTACOM
21 SHOULD NOT BE BILLED FOR ADUF RECORDS ASSOCIATED WITH
22 LOCAL CALLS. PLEASE DESCRIBE UNDER WHAT
23 CIRCUMSTANCES LOCAL CALLS WOULD BE INCLUDED IN ADUF
24 RECORDS.

25

1 A. ADUF records will be generated in those circumstances when a DeltaCom end
2 user served by an unbundled port places a call using an access code (i.e.,
3 1010XXX) to an end user within the designated local calling area. In this
4 situation, the call is recorded as an access call - the location of the terminating
5 end user has no bearing on the generation of the record. DeltaCom is asking
6 BellSouth to generate a custom report for it, excluding local calls and/or
7 duplicate calls. BellSouth does not agree to provide custom reports for each
8 CLEC. The reports are generated on the same basis for all CLECs, and are
9 consistent with such reports provided by other ILECs.

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24 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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1 A. Yes.

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3 DOCs # 496472

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BellSouth Telecommunications, Inc.
North Carolina Utilities Commission
Docket Nos. P-772, Sub 8; P-913,
Sub 5; P-989, Sub 3; P-824, Sub 6; and P-1202, Sub 4
Joint Petitioners' 1st Request for Production
April 6, 2003
Item No. 2-12-1
ATTACHMENT 1

**ATTACHMENT TO REQUEST FOR PRODUCTION,
ITEM NO. 2-12-1**



BellSouth Telecommunications
Interconnection Services
675 W Peachtree Street, NE
Room 34S91
Atlanta, GA 30075

Jerry Hendrix
Assistant Vice President

(404) 927-7503
Fax (404) 529-7839
e-mail: jerry.hendrix@bellsouth.com

October 31, 2002

VIA ELECTRONIC MAIL

Mr. Jerry Weikle
Director – External Affairs
CTC Exchange Services, Inc.
68 Cabarrus Avenue East
P. O. Box 227
Concord, NC 28026

Dear Mr. Weikle:

This letter is in response to your September 24, 2002 letter regarding Unbundled Network Elements (UNE) used by CTC Exchange Services, Inc. (CTC) for the provisioning of wireless services.

I did not intend to imply that BellSouth is prohibited from provisioning UNEs to Competitive Local Exchange Carriers (CLEC) that are used to provide services to wireless carriers. My letter was to inform you that BellSouth is not obligated to authorize such use and does not chose to do so at this time. The fact that CTC is a CLEC rather than a Commercial Mobile Radio Service (CMRS) provider does not change BellSouth's obligations to provide UNEs for the ultimate provision of wireless services.

BellSouth is not obligated to provide UNEs to any telecommunications provider for the provisioning of wireless traffic because the Federal Communications Commission (FCC) has not performed the requisite impairment analysis on the wireless market. The wireless market is in a different legal category from the local telephone exchange market. The FCC has not determined whether any particular element meets the "necessary and impair" standard that invokes the unbundling obligation for such element with respect to the wireless market. Such a determination is required prior to any element being deemed a UNE in that market. The Supplemental Order Clarification, CC Docket. No. 96-98, adopted May 19, 2000, and released June 2, 2000 (Supplemental Order Clarification), discusses an analogous situation. Paragraph 14, in part, says:

"The exchange access market occupies a different legal category from the market for telephone exchange services...Unless we find that these markets are

inextricably interrelated in these other respects, it is unlikely that Congress intended to compel us, once we determine that a network element meets the 'impair' standard for the local exchange market, to grant competitors access – for that reason alone, and without further inquiry – to that same network element solely or primarily for use in the exchange access market.”

The same reasoning applies to the wireless market. It occupies a distinct legal category from the local telephone exchange market.

Paragraph 15 of the FCC's Supplemental Order Clarification states, "...section 251(d)(2) does not compel us, once we determine that any network element meets the 'impair' standard for one market, to grant competitors automatic access to that same network element solely or primarily for use in a different market." Paragraph 16 goes on to state that the FCC does "not impose [unbundling] obligations first and conduct our 'impair' inquiry afterwards." Simply because CTC is a CLEC does not entitle it access to UNEs when such UNEs will be used to provision wireless traffic.

Moreover, the Interconnection Agreement between BellSouth and CTC does not contain a UNE that would allow CTC to provide such a service. For example, a loop is defined in Section 2.1.2 of Attachment 2 of the Agreement as:

“...a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth.”

This definition was taken directly from the FCC's definition in 47 C.F.R 51.319(a)(1). It is clear that a circuit to a cell site does not meet this definition. A cell site is not an end user premises, but, rather, it is a hardware component in the wireless network. The wireless carrier cannot be considered an end user, as the subscriber who roams off of the cell site is the actual end user. To presume the carrier is an end user is to ignore the fact that the wireless carrier is actually using the facilities to provide service to subscribers.

Further, although the FCC has not defined "end user" for UNE purposes, the use of the term in the FCC's regulations accords with the definition of "end user" that the Commission established in the access arena. Accordingly, pursuant to the Interconnection Agreement and FCC's definitions codified at 47 CFR 51.319, a circuit to a cell site fails to meet the UNE requirements for a loop.

Next, Dedicated Transport is defined in Section 6.3.2 of Attachment 2 of the Agreement as:

“...BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.”

Again, this definition was taken directly from the FCC's definition in 47 C.F.R. 51.319(d)(1)(A), and again, a circuit to a cell site cannot meet this definition, as a cell site is neither a switch nor a wire center.

Because CTC has improperly used UNEs, BellSouth is well within its rights to compensation for the services CTC should have ordered. BellSouth did not identify the rate that CTC would be charged because CTC may provide this service to its customer a number of different ways. For instance, it may resell wireless services from the Private Line tariff or it may order services from the FCC tariff. My letter asked that CTC place the orders precisely so that CTC could choose how to provision the services it desires to provide to its customer. BellSouth requested that CTC move these circuits to the appropriate service within 60 days, which was October 26, 2002. If no orders have been submitted by November 7, 2002, to move these circuits to the appropriate service, BellSouth will submit the orders on CTC's behalf. Regardless, CTC's bill will be adjusted immediately to reflect the appropriate rates.

I sincerely hope that this letter fully addresses your concern. Thank you for your assistance and cooperation in this matter.

Sincerely,

Jerry D. Hendrix
Assistant Vice President
Interconnection Services Marketing

cc: Patrick Higgins



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April 30, 2004

John Garrison
Public Staff, Communications Division
North Carolina Utilities Commission
4326 Mail Service Center
Raleigh, North Carolina 27699-4326

Dear Mr. Garrison:

This is in response to your request to provide further explanation as to BellSouth's position regarding the provision of unbundled network elements ("UNEs") to serve wireless customers. I understand you have reviewed BellSouth's response to DukeNet Communications, L.L.C. ("DukeNet") with respect to this issue, including BellSouth's comments filed April 8, 2002, in the FCC's Triennial UNE Review docket, CC Dkt. Nos. 01-338, 96-98, and 98-147. While you are correct that the FCC will be addressing this issue prospectively in connection with the Triennial Review, it is BellSouth's position that the FCC's decision in this docket will be the first decision that addresses whether UNEs must be available to serve wireless customers. At present there is no such requirement.

Currently, BellSouth does not allow wireless carriers to purchase unbundled network elements, as it has no legal or regulatory obligation to do so. While DukeNet is a CLP, the UNE it recently sought to purchase was for the ultimate provision of wireless services. DukeNet requested that BellSouth provide it with dark fiber for a wireless carrier customer. Based on discussions with DukeNet, BellSouth understood the dark fiber was to terminate at the wireless carrier's cell site. For several reasons, BellSouth denied this request.

First, the interconnection agreement between BellSouth and DukeNet does not contain terms that would allow DukeNet to place such an order. DukeNet ordered a Dark Fiber Local Channel pursuant to Section 6.4.2 of Attachment 2. A Local Channel is defined in Section 6.2.1.1 of Attachment 2 as a "dedicated transmission path between DukeNet's Point of Presence ("POP") and DukeNet's collocation space in the BellSouth Serving Wire Center for DukeNet's POP." Clearly, DukeNet's request for dark fiber to a cell site does not fall within this definition. Moreover, Dark Fiber Local Channel is a dedicated transport network element. 47 CFR 51.319(d)(1) defines dedicated transport as a transmission facility that provides telecommunications between switches or between wire centers. A cell site is neither a switch nor a wire center and as such fails to meet the definition of this UNE.

Dark Fiber is also available as an Interoffice Channel and a Loop, but neither would allow DukeNet to order a facility to a cell site. An Interoffice Channel is defined in Section 6.2.1.2 "...as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations." A cell site does not fit this definition. A Dark Fiber Loop, which is defined in Attachment 2, Section 2.8.7.2 is, "...a point to point arrangement from an *end user's* premises connected via a cross connect to the demarcation point associated with DukeNet's collocation space in the end user's serving wire center" (emphasis added). A cell site is not an end user premises, but rather it is a hardware component in the wireless network. Although DukeNet may attempt to persuade the NCUC that its wireless carrier customer is an end user, such an argument would be misleading. The wireless carrier cannot be considered an end user, as the subscriber who roams off of the cell site is the actual end user. To presume the carrier is an end user is to ignore the fact that the wireless carrier is actually using the facilities to provide service to subscribers. Further, although the FCC has not defined "end user" for UNE purposes, the use of the term in the FCC's regulations accords with the definition of "end user" that the Commission established in the access arena.¹ Accordingly, under the interconnection agreement between the Parties and pursuant to the FCC's definitions codified at 47 CFR 51.319, the dark fiber sought by DukeNet fails to meet the UNE requirements.

Second, the wireless market is completely different from the local telephone exchange market. The FCC has not determined whether any particular element meets the "necessary and impair" standard that invokes the unbundling obligation for such element with respect to the wireless market. Such a determination is required prior to any element being deemed a UNE in that market. The Supplemental Order Clarification, CC Dkt. No. 96-98 adopted May 19, 2000 and released June 2, 2000 ("Supplemental Order Clarification"), discusses an analogous situation. Paragraph 14, in part, says, "The exchange access market occupies a different legal category from the market for telephone exchange services...Unless we find that these markets are inextricably interrelated in these other respects, it is unlikely that Congress intended to compel us, once we determine that a network element meets the 'impair' standard for the local exchange market, to grant competitors access – for that reason alone, and without further inquiry – to that same network element solely or primarily for use in the exchange access market." The same statement could be made about the wireless market. It occupies a distinct legal category and the FCC has not done an impairment analysis for the wireless market.

Without an impairment analysis, no unbundling obligation exists, as illustrated by Paragraph 15 of the Supplemental Order Clarification, which says, "...section 251(d)(2) does not compel us, once we determine that any network element meets the 'impair' standard for one market, to grant competitors automatic access to that same network element solely or primarily for use in a different market." Paragraph 16 goes on to state that the FCC does "not impose [unbundling] obligations first and conduct our 'impair' inquiry afterwards."

DukeNet is assuming exactly the opposite in arguing that UNEs are available in the wireless market because the FCC has not yet found in connection with an impairment analysis that UNEs are unavailable for the provisioning of wireless service. Simply because DukeNet is a CLP does not entitle it to access to UNEs when such UNEs will be used by the wireless carriers. Wireless carriers may not purchase UNEs under their

¹ 47 C.F.R. § 69.2(m) states: *End User* means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller[.]

interconnection agreements with BellSouth and are merely trying to game the system knowing full well that the FCC included a Petition for Declaratory Ruling by two wireless carriers (VoiceStream and AT&T Wireless) in the Triennial Review. Because this issue is squarely before the FCC, BellSouth believes that the Parties must await a clear ruling, which is expected later this year.

BellSouth believes it is in full compliance with the current state of the law and with its interconnection agreement with respect to unbundling obligations. Because BellSouth does not have a specific written request from you, it is difficult to assess all of your concerns. This issue is very complex and BellSouth has additional information that may assist your specific concerns. Therefore, at your request, we will be happy to meet with you and the Public Staff Attorneys to explain further the terms of the parties' interconnection agreement and BellSouth's interpretation of the existing law and regulations relative to this topic.

Sincerely,

Jerry Hendrix
Assistant Vice President
Interconnection Services Marketing

CC: Leah Cooper
Edward Rankin

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91083274**

Date: August 14, 2002

To: Competitive Local Exchange Carriers (CLECs) and Commercial Mobile Radio Service (CMRS) Carriers

Subject: CLECs and CMRS - Availability of Unbundled Network Elements (UNE) for the Provisioning of Wireless Services

BellSouth is not required to provide to requesting carriers access to UNEs for the purpose of serving wireless carrier customers or for wireless carriers themselves. Therefore, this is to advise that BellSouth will not allow CLECs or wireless carriers to purchase UNEs or convert existing special access circuits to UNEs if such circuits will be used to ultimately provide wireless services.

The Federal Communications Commission (FCC) has not performed the requisite impairment analysis to determine whether wireless providers are impaired by not having access to UNEs. This issue is currently before the FCC as part of its Triennial Review of UNEs. In this proceeding, the FCC specifically seeks comment on whether wireless carriers are entitled to UNEs or need UNEs. Further, at issue in the proceeding is whether certain wireless circuits even meet the FCC's definition of transport.

Several CLECs have recently placed orders for UNE circuits instead of tariffed wireless services. BellSouth will not accept such orders. Until such time as the FCC decides this issue, BellSouth will not provide access/conversion to UNEs regardless of whether the ordering carrier is a CMRS provider or CLEC. In addition, if discovered, any UNE circuits currently being used for wireless services must be switched to tariffed services immediately.

If you have questions, please contact your BellSouth Local Contract Manager.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

-----Original Message-----

From: Hendrix, Jerry D
Sent: Tuesday, April 16, 2002 8:08 AM
To: Hurst, Michael; Honeycutt, Ed; Allison, Wanda; George, Leevera; James, Bob; Irvin, Sheri; Sartino, Deborah; Shiroishi, Beth; Starcher, Nancy; Tipton, Pam
Cc: Bryant, Elliott
Subject: UNes for Wireless

Michael, you sent an email on 4/15 stating "It is Company policy that wireless companies do qualify to purchase UNE products." **That is totally incorrect.** We do not have such a policy. Just to be clear, **wireless carriers do NOT qualify to purchase UNE products. That is the policy!**

BellSouth Unbundled Voice Loop – SL1

**BellSouth Unbundled Voice Loop – Service Level One (UVL-SL1)
Revised CLEC Information Package**

*Version 1
March 24, 2004*

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BellSouth Unbundled Voice Loop – SL1

1. Introduction & Scope

This product Information Package is intended to provide to CLECs a product description and general ordering information specific to the UNE described herein. Detailed ordering guidelines are provided in documents located on the BellSouth Interconnection Web site.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the CLEC Notification Process.

Please contact your BellSouth Local Support Manager, if you have any questions about the information contained herein.

BellSouth Unbundled Voice Loop – SL1

2. Service Description

The voice grade Unbundled Voice Loop – Service Level 1 (UVL-SL1) is a dedicated analog transmission facility from BellSouth's main distribution frame (MDF) to an end user's premise. This loop will allow an end user to send and receive normal voice telecommunications traffic when it is connected to a switch that provides dial tone. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wiring. This loop is configured as a 2-wire facility.

3. Service Capabilities

UVL-SL1 is a 2-Wire non-designed circuit with loop start signaling. No Design Layout Record (DLR) will be included. UVL-SL1 will be provisioned without remote test access points.

BellSouth offers the following **chargeable options** that may be ordered with the UVL-SL1 Loops:

- **Order Coordination (OC)** is available per UVL-SL1 Loop when reuse of existing facilities has been requested by the CLEC. The purpose of OC is to convert an existing facility that is currently providing service to the CLEC's network in a manner that minimizes service interruption for the end user.
- **Order Coordination-Time Specific (OC-TS)** conversions are available for coordinated conversion when the CLEC is requesting a specific time for the conversion to take place. OC is required per loop when OC-TS is ordered. OC-TS is charged on per Local Service Request (LSR).
- **Engineering Information (EI)** Document is available and provides information similar to the DLR.
- **Loop Testing** is available and must be ordered at the time the **NEW** UVL-SL1 Loop order is placed.
- **Loop Tagging** is available and must be ordered at the time the **NEW** UVL-SL1 Loop order is placed. The loop tagging option ensures that the UVL-SL1 loop is tagged during the provisioning process. Tagging on the loop will include the CLEC name and the Circuit ID Number. **Loop Tagging is only available on manual orders at this time.**
- Unbundled UVL Loops are not available for purchase or for conversion from Special Access or Private Line if the Loop will be used to provide telecommunications services to wireless cell sites or Mobile Telephone Switching Office (MTSO) locations.

BellSouth Unbundled Voice Loop – SL1

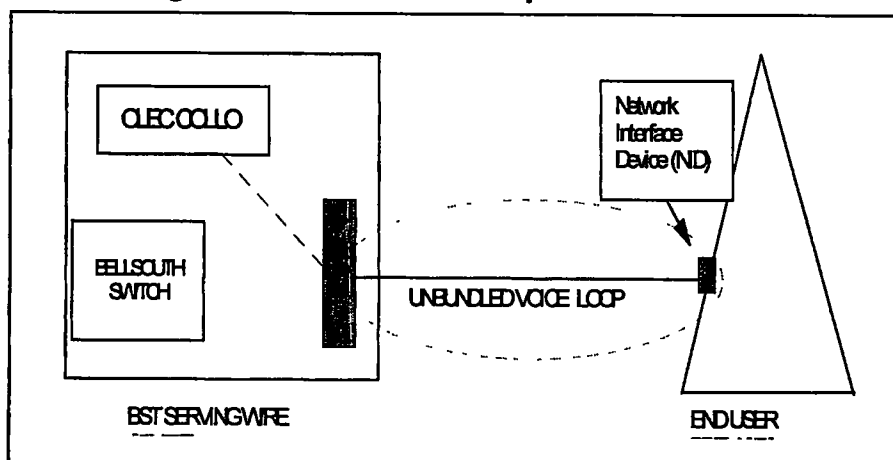
4. Technical Requirements

UVL-SL1 will be delivered to the CLEC at their collocation space via cross-connect. The cross-connect is a separate collocation element, which may have its own additional charge. Once this connection is made, the CLEC will provide connectivity needed to take the circuit back to its switch.

UVL-SL1 will be provisioned as a 2 Wire loop start circuit and will meet technical specifications as described in **BellSouth's Technical Reference 73600 (TR73600)**.

The CLEC may provision any telecommunications service over these loops. However, all BellSouth's unbundled voice loops (UVLs) are intended for analog voice grade services and accordingly, will be provisioned, maintained and repaired in a manner that supports voice grade services.

5. Network Configuration – UVL-SL1 Loop



BellSouth Unbundled Voice Loop – SL1

7. Ordering

The CLEC may submit UVL-SL1 orders manually or electronically. The CLEC will complete and submit a LSR form according to the guidelines in the **BellSouth Local Ordering Handbook**.

The following information that is unique to UVL – SL1 is also required on the LSR:

LSR Form	Information Required
NC	TY--
DRC	To request EI document provide: LMU
RESID	Provide the Facility Reservation Number (FRN) if obtained through the Loop Make-up (LMU) process.
REMARKS (<i>manual only</i>)	To request "Loop Testing" for NEW UVL-SL1 loops provide the following: LOOP Testing REQUESTED
REMARKS (<i>manual only</i>)	If CLEC is requesting Loop Tagging, they would add the following information. LOOP TAGGING REQUESTED

BellSouth Unbundled Voice Loop – SL1

8. Rate Elements & USOCs

UVL-SL1 terms, conditions and rates must be included in the CLEC's Interconnection Agreement.

Rate Element	USOC
2 Wire Unbundled Voice Loop	UEAL2
Manual Order Coordination (Optional)	UEAMC
Order Coordination - Time Specific (Optional)	OCOSL
Engineering Information Document (Optional)	UEANM
Loop Testing – Basic 1 st Half Hour (Optional)	URET1
Loop Testing – Basic Additional Half Hour (Optional)	URETA
Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise (Optional)	URETL

Other Non-Recurring Charges

Expedite Charges – Applies if CLEC requests order interval less than the stated "standard interval" in the **BellSouth Products and Services Interval Guide**.

Manual Service Order – Service Order Manual (SOMAN) charge applies for orders submitted manually.

Electronic Service Order – Service Order Mechanized (SOMECH) charge for orders submitted electronically.

Order Cancellation – Applies if the CLEC cancels an order after the FOC (Firm Order Confirmation) has been issued.

Service Order Modification Charge – Applies if the CLEC modifies a service order after the Firm Order Confirmation has been issued.

Overtime Charge – Applies for requests that result in work being performed outside of normal working hours. Normal working hours for provisioning work are between 8 a.m. and 5 p.m. local time.

Trouble Determination Charges – applies for dispatch outside the central office if "no trouble found".

BellSouth Unbundled Voice Loop – SL1

9. Intervals

9.1 Standard Intervals

Refer to the **BellSouth Products and Services Interval Guide** for the 2 Wire UVL-SL1 standard intervals.

9.2 One Day (1) Interval

The CLEC may request a 1-day interval for a sub-set of UVL-SL1 Loop orders. The following table contains the UVL-SL1 conditions for which CLEC may request a 1-day interval:

1-Day interval conditions	Required action
No LNP	Indicate Req Type A on the LSR
Non-Coordinated	Indicate 'CHC does not = Y' on the LSR
Facility must be connected through (CT)	Must verify in LMU
No Integrated Digital Loop Carrier (IDLC) on reserved facility	Must verify in LMU
No Digital Added Main Line (DAML) on reserved facility	Must verify in LMU
New Loop (no reuse, ACT=N)	Populate RESID field with the Facility Reservation Number (FRN) obtained from LMU
Re-Used facility (ACT=V)	Populate RESID field with NOIDLC

The 1-day interval is only available on orders submitted manually at this time.

BellSouth Unbundled Voice Loop – SL1

10. Maintenance & Repair

The CLEC is responsible for testing and pre-screening any trouble conditions to ensure the trouble is with the UVL-SL1 loop before calling BellSouth. If the CLEC's testing isolates the repair problem to the UVI-SL1 loop, the CLEC should notify the Customer Wholesale Interconnection Network Services (CWINS) Center. The CLEC will provide its test results indicating the problem is on the UNE Loop.

The CLEC must provide the following information to CWINS when reporting a repair problem:

- UVL-SL1 Circuit ID
- Description of the trouble

If a trouble is reported and no trouble is found, BellSouth will charge the CLEC for any dispatches and tests required in order to confirm the loop's working status.

BellSouth will perform repair functions during normal hours (8 a.m. – 5 p.m. local time). If the CLEC requests that BellSouth repair a trouble after normal work hours, the CLEC will be billed the appropriate overtime charges.

BellSouth UNE Maintenance Targets are used for the service repair target intervals. The Maintenance Target intervals can be found in the **BellSouth Operational Understanding Guide** in Appendix B.

11. Contract Specific Provisions

Before any UVL-SL1 loop compatible loop can be ordered, the CLEC must have an Interconnection Agreement that includes terms, conditions and rates for this Loop. This agreement must be in effect for all states where the CLEC plans to order these unbundled loops.

The information contained herein applies to the UVI-SL1 general offering. The general offering is in accordance with BellSouth's policies, procedures and regulatory obligations as well as the standard BellSouth Interconnection Agreement.

The general offering does not address specific contract issues within a CLEC's Interconnection Agreement that are different from the general offering. Where specific contract issues differ from the information provided here, the contract provisions will prevail for the term of the specific CLEC Interconnection Agreement. Otherwise, the general offering provisions will apply.

BellSouth Unbundled Voice Loop – SL1

12.Acronyms

ACT=N	Activity = New
ACT=V	Activity = Migration with changes
CHC	Coordinated Hot Cut
CLEC	Competitive Local Exchange Carrier
CWINS	Customer Wholesale Interconnection Network Services
DAML	Digital Added Main Line
DLR	Design Layout Record
DRC	Design Routing Code
EI	Engineering Information
FOC	Firm Order Confirmation
IDLC	Integrated Digital Loop Carrier
LCSC	Local Carrier Service Center
LNP	Local Number Portability
LMU	Loop Make Up
LSR	Local Service Request
MTSO	Mobile Telephone Switching Office
NC	Network Channel
NID	Network Interface Device
OC	Order Coordination
OC-TS	Order Coordination – Time Specific
RESID	Reservation Identification Number
TR73600	Technical Reference 73600
UNE	Unbundled Network Element
USOC	Universal Service Order Code
UVL-SL1	Unbundled Voice Loop – Service Level 1

BellSouth Unbundled Copper Loop – Non-Designed

Unbundled Copper Loop – Non-Designed

Revised CLEC Information Package, Version 1

BellSouth Unbundled Copper Loop – Non-Designed

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BellSouth Unbundled Copper Loop – Non-Designed

1. Introduction & Scope

This Product Information Package is intended to provide to CLECs a product description and general ordering information specific to the UNE described herein. Detailed ordering guidelines are provided in documents on the BellSouth Interconnection web site.

The information contained in this document is subject to change. BellSouth will provide notification of changes to the document through the Carrier Notification Process.

Please contact your BellSouth Local Support Manager if you have any questions about the information contained herein.

BellSouth Unbundled Copper Loop – Non-Designed

2. Service Description

Unbundled Copper Loop – Non-Designed (UCL-ND) will be provisioned as a dedicated 2- wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID).

UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or Digital Access Main Lines ("DAMLs"). The UCL-ND loop may contain bridge tap of up to 6000 feet (exclusive of the loop length between the end user's premises and Serving Wire Center (SWC)). UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although UCL-ND will not have a specific length limitation. For loops less than 18,000 and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. UCL-ND is a non-designed loop and will not be provisioned with either a Design Layout Record (DLR) or a test point.

3. Service Capabilities and Options

BellSouth offers Order Coordination (OC) as a chargeable option per UCL-ND loop when reuse of existing facilities has been requested by the CLEC. The purpose of OC is to convert an existing facility to the CLEC's service in a manner that minimizes dial-tone interruption for the end user.

As a chargeable option, a CLEC may also order an Engineering Information (EI) Document that provides loop information similar to information provided on a DLR for an SL2 loop.

CLEC may request "Loop Testing" as a billable option. "Loop Testing" for UNE Non-Design products is defined as testing consistent with Plain Old Telephone Service (POTS) type services.

On UCL-ND loops if the CLEC has not requested "Loop Testing" or "Order Coordination" then the CLEC will check the **CLEC Service Order Tracking System (CSOTS)**. CSOTS is posted to the WEB on "Due Date + 1" to check on status of the loop. BellSouth Technician/UNE CWINS Center will not notify the CLEC.

As a chargeable option, the CLEC may order **Loop Tagging** to ensure that the UCL-ND loop is tagged during the provisioning process. This tag will include the CLEC name and the Circuit ND Number. The Loop Tagging option must be requested on the same order as the UCL-ND Loop. No testing will be performed during this tagging process unless the Loop Testing element is also ordered.

BellSouth Unbundled Copper Loop – Non-Designed

Service Capabilities and Options (continued)

The CLEC may request BellSouth's Unbundled Loop Modification (ULM) to condition a copper loop as UCL-ND by specifying ULM options using a Service Inquiry (SI). The CLEC may also select the Pre-Approved ULM option on the LSR. Pre-Approved ULM allows the CLEC to authorize BellSouth (without additional permission from the CLEC) to perform ULM in the event it is discovered during the provisioning process that there is a discrepancy in the LMU records and the facility does need modifying. In these situations, the loop facility will be modified to the UCL-ND technical parameters specified in the BellSouth's TR-73600.

BellSouth will use the ULM to modify the loop facility to UCL-ND specifications. The rates for ULM are in addition to the UCL-ND. For additional ULM information, refer to the **Unbundled Loop Modification for Copper Loops CLEC Information Package**

These loops are not intended to support any particular services and may be utilized by the CLEC to provide a wide range of telecommunications services as long as these services comply with industry standards and do not adversely affect BellSouth's network.

UCL-ND Loops are not available for purchase if the Loops will be used to provide telecommunications services to wireless cell sites or Mobile Telephone Switching Office (MTSO) locations.).

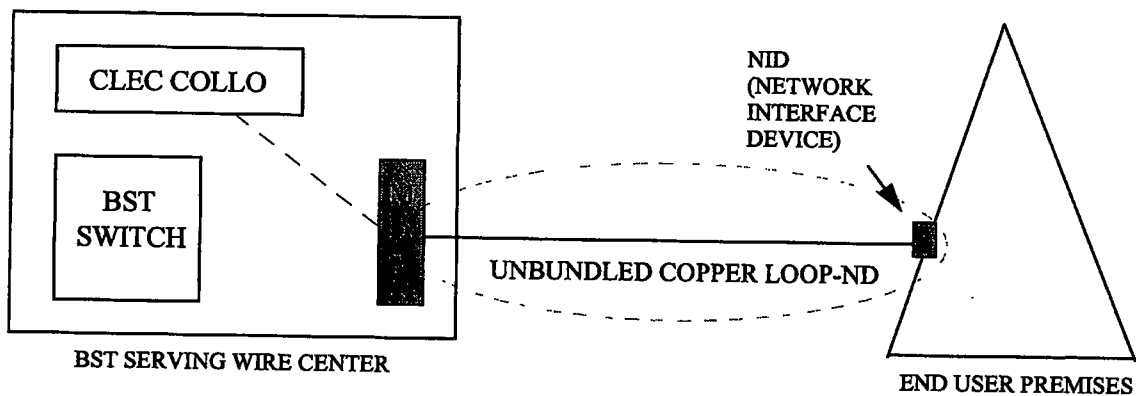
BellSouth Unbundled Copper Loop – Non-Designed

4. Technical Requirements

UCL-ND will be delivered to the CLEC at its collocation space via a cross-connect. The cross-connect is a separate collocation element that may have its own additional charges. Once this connection is made, the CLEC will provide connectivity needed to take the circuit back to its switch.

UCL-ND will be provisioned as a 2 Wire circuit and will meet technical specifications as described in BellSouth's **TR-73600**.

5. Network Configuration



BellSouth Unbundled Copper Loop – Non-Designed

6. Service Order Requirements

The Local Carrier Service Center (LCSC) will receive and process orders by submission of the Local Service Request (LSR) from the CLEC. CLECs may submit orders manually or electronically.

Local Service Request (LSR) Form

The CLEC will complete a Local Service Request (LSR) according to the **Local Ordering Handbook** (formerly named "*BellSouth Business Rules for Local Ordering*"). The following information that is unique to ADSL/HDSL is also required on the LSR:

LSR Field	Information Required
NC	TXT-
DRC	LMU (Populated when the CLEC is requesting an Engineering Information (EI) Document from BellSouth
REMARKS (manual orders only)	If CLEC is requesting Loop Testing, they would add the following information: LOOP TESTING REQUESTED
REMARKS (manual orders only)	If CLEC is requesting Loop Tagging, they would add the following information: LOOP TAGGING REQUESTED
SCA (manual orders only)	If the Pre-Approved ULM option is chosen, populate with a "Y".
RESID (electronic orders)	Provide the FRN if requested through LMU process
REMARKS (manual orders)	Provide the FRN if requested through LMU process
REMARKS (electronic orders)	If using the Pre-Approved ULM Electronic Ordering Interim Process populate the following in RMKS: <i>Attn OPSE – CLEC Pre-Approves any necessary Loop Mod per SCA Y</i>

BellSouth Unbundled Copper Loop – Non-Designed

7. UCL-ND with ULM*

The CLEC may request ULM on UCL-ND orders. BellSouth will modify the loop facility as described in the **ULM for Copper Loops CLEC Information Package**.

7.1 ULM* on New Loop Orders

If ULM is requested, the CLEC must submit the ULM request on a Service Inquiry (SI). Following are the requirements for submitting a SI.

- CLEC will prepare the SI request and the LSR.
- Refer to the **"Service Inquiry/Instructions for Preparing Service Inquiry"** for the SI.
- CLEC sends the SI and LSR Firm Order to the CRSG UNE Team.
- Refer to the **Complex Resale Support Group** web site and then click on **"Unbundled Network Orders"** for submission requirements.
- SI receipt acknowledgement by BellSouth will be in the same manner in which the CLEC submitted the SI.

7.2 Pre-Approved ULM* Electronic Ordering Interim Process

Pre-Approved ULM option may be ordered on an electronic UCL-ND Loop order using the Electronic Ordering Interim Process for Pre-Approved ULM. This process is only available until such time that Electronic Ordering for Pre-Approved ULM is implemented.

- Obtain LMU with FRN
- Populate the RESID field with the FRN
- Place the following comment in the RMKS section of the electronic order:
Attn OSPE – CLEC Pre-Approves any necessary Loop Mod per SCA Y
- Submit the electronic order

7.3 Pre-Approved ULM* Manual Ordering Process

- Obtain LMU with FRN
- Input the FRN in the RMKS section of the LSR
- Populate SCA field on the LSR with a "Y"
- Submit the manual order LSR to the Local Carrier Service Center (LCSC)
- No SI required

*** Note:** BellSouth will attempt to perform a pair change in lieu of ULM. If a pair change is feasible, the facility provisioned will meet or exceed specifications of the requested loop modification. The standard interval for the ADSL or HDSL Loop will be applied and will begin at the time the service order is updated to indicate "pair change in lieu of ULM". If a pair change is performed, the CLEC will not be charged for ULM.

BellSouth Unbundled Copper Loop – Non-Designed

8. Rate Elements & USOCs

Rates for UCL-ND Loops must be included in the CLEC's Interconnection Agreement. The table below contains the UCL-ND USOC and associated USOC elements.

Rate Element	USOC
Unbundled Copper Loop Non-Designed, Non-Loaded, 2 Wire	UEQ2X
Physical, Expanded Interconnection Service, 2 Wire Cross-Connect, Loop, Provisioning	PE1P2
Unbundled Voice Loop, Cross – Connect, 2 Wire Loop, Provisioning	UEAC2
Unbundled Sub-Loops, Manual Order Coordination Charge	USBMC
Unbundled Miscellaneous Rate Element, Loop Testing, Basic Time, Normally Scheduled Working Hours, 1 st Half Hour or Fraction Thereof	URET1
Unbundled Miscellaneous Rate Element, Loop Testing, Basic Time, Normally Scheduled Working Hours, Each Additional Half Hour or Fraction Thereof	URETA
Service Order Charge for CLECS, Manual Service Order Charge	SOMAN
Service Order Charge for CLECS, Mechanized	SOMECH
Unbundled Copper Loop, Non-Designed Billing for BST providing make-up	UEQMU
Unbundled Miscellaneous Rate Element, Tag Loop at End User Premise	URETL

Other Non-Recurring Charges

Expedite Charges – Applies if CLEC requests order interval less than the stated standard interval in the *BellSouth Products and Services Interval Guide*.

Manual Service Order – Applies if order is manually submitted.

Electronic Service Order – Applies if order is electronically submitted.

Order Cancellation – Applies if the CLEC cancels an order after the FOC (Firm Order Confirmation) has been issued.

Service Order Modification Charge – Applies if the CLEC modifies a service order after the Firm Order Confirmation has been issued.

Overtime Charge – Applies for work requested outside of normal working hours. Normal working hours for provisioning work requests is between 8 a.m. and 5 p.m. local time.

Time and Material – Applies for CLEC requested dispatch, (outside the central office), if "no trouble found."

BellSouth Unbundled Copper Loop – Non-Designed

9. Intervals

Refer to the **BellSouth Products and Services Interval Guide** for the 2 Wire UCL-ND standard intervals.

10. Maintenance & Repair

The CLEC is responsible for testing and pre-screening any trouble conditions to make sure the trouble is with UCL-ND before calling BellSouth. If the CLEC's testing isolates the repair problem to BellSouth's unbundled loop, the CLEC should notify the Customer Wholesale Interconnection Network Services (CWINS) Center.

The CLEC must provide the following information to CWINS Center when reporting a repair problem:

- UCL-ND pair Circuit ID
- Description of the trouble

If BellSouth dispatches a technician on a CLEC reported trouble call and no UCL-D loop trouble is found, BellSouth will charge the CLEC for time spent on the dispatch and for time spent testing the UCL-ND Loop

BellSouth UNE Maintenance Targets are used for the service repair target intervals. The Maintenance Target Intervals can be found in the **BellSouth Operational Understanding Guide** in Appendix B.

11. Contract Specific Provisions

Before any UCL-ND compatible loop can be ordered, the CLEC must have an Interconnection Agreement that includes terms, conditions and rates for this loop. This agreement must be in effect for all states where the CLEC plans to order these unbundled loops.

The information contained herein applies to the UCL-ND general offering. The general offering is in accordance with BellSouth's policies, procedures and regulatory obligations as well as the standard BellSouth Interconnection Agreement.

The general offering does not address specific contract issues within a CLEC's Interconnection Agreement that may be different from the general offering. Where specific contract issues differ from the information provided here, the contract provisions will prevail for the term of the specific CLEC Interconnection Agreement. Otherwise, the general offering provisions will apply.

BellSouth Unbundled Copper Loop – Non-Designed**12. Acronyms**

CA/PR	Cable / Pair
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CSOTS	CLEC Service Order Tracking System
CWINS	Customer Wholesale Interconnection Network Services
DLR	Design Layout Record
DRC	Design Routing Code
EI	Engineering Information
FOC	Firm Order Confirmation
LCSC	Local Carrier Service Center
LMU	Loop Make Up
LSR	Local Service Request
MTSO	Mobile Telephone Switching Offices
NC	Network Channel
NID	Network Interface Device
OC	Order Coordination
SWC	Serving Wire Center
TR-73600	Technical Reference-73600
UCL-ND	Unbundled Copper Loop – Non-Design
ULM	Unbundled Loop Modification
UNE	Unbundled Network Element
USOC	Universal Service Order Code

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Unbundled Copper Loop – Designed

***Revised CLEC
Information Package***

Version 2

BellSouth Unbundled Copper Loop - Designed

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